

TOWN OF BEDFORD, MASSACHUSETTS

REQUEST FOR PROPOSALS

FOR CABLE TELEVISION

PUBLIC, EDUCATIONAL AND GOVERNMENTAL

ACCESS SERVICES

IN BEDFORD, MASSACHUSETTS

May 11, 2017

Public Notice

The Town of Bedford, Massachusetts, (the "Town") is seeking sealed proposals for the provision of Public, Educational and Governmental (PEG) Access services in Bedford beginning on **July 1, 2017**, for a period through **June 30, 2020**. The successful PEG Access Service Provider will manage the Town of Bedford's cable television PEG access channels, equipment and facilities in accordance with the contract documents. Copies of the Request for Proposals (also referred to as "RFP") may be obtained at the Town Manager's Office, Bedford Town Hall, 10 Mudge Way, Bedford, Massachusetts 01730 between 9:00 A.M. and 4:00 P.M., Monday through Friday, beginning on May 11, 2017.

For information pertaining to this RFP, please contact Richard Reed, Town Manager and Chief Procurement Officer, in writing no later than **3:00 P.M.** local time on **May 26, 2017**. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all registered Proposers, which shall become part of this RFP.

Separately submitted price and non-price Proposals shall be submitted in sealed envelopes plainly marked on the outside RFP, "Programming, Management and Operation of PEG Access – Price Proposal" and "Programming, Management and Operation of PEG Access – Non Price Proposal" (one original and 9 copies of each), and delivered to the Town Manager's Office, Bedford Town Hall, 10 Mudge Way, Bedford, Massachusetts 01730 no later than **June 2, 2017**, at **3:00 P.M.** local time. No faxed, e-mailed, late, or conditional Proposals shall be accepted. If the Bedford Town Hall is closed due to inclement weather or other emergency, the deadline for receipt of Proposals shall be extended until **3:00 P.M.** local time, on **June 5, 2017**.

The Town of Bedford reserves the right to accept or reject, in part or in whole, any or all proposals, to cancel this RFP, and to waive any informality, and to make an award as may be in the best interest of the Town. Proposals will remain firm and may not be withdrawn for forty-five (45) days following the deadline for submission of Proposals. This contract will be awarded, if at all, only to the most advantageous proposal from a responsive and responsible Proposer that is capable of performing the services contemplated and meeting the criteria set forth in the Request for Proposal and Massachusetts General Law c.30B s.6. Nothing shall compel the Town to award any contract pursuant to this RFP.

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DEFINITIONS

Access:

The availability for use of the Cable Television System by various agencies, institutions, organizations, groups and individuals in the community to acquire, create, and distribute Non-Commercial Programming not under the Cable Operator's editorial control, including, but not limited to:

- a. "Public Access" means Access in which organizations, groups or individual members of the general public, on a nondiscriminatory basis, are the primary or designated Programmers or users having editorial control over their Programming
- b. "Educational Access" means Access in which schools are the primary or designated Programmers or users having editorial control over their Programming
- c. "Governmental Access" means Access in which governmental institutions are the primary or designated Programmers or users having editorial control over their Programming

Access Provider (or PEG Access Service Provider):

The entity that is awarded a contract by the Town to provide the services that are specified in the Agreement

Agreement or Contract:

The contract executed between the Access Provider and the Town following this RFP, inclusive of any written amendments made by the parties at a later time

Cable License:

A non-exclusive Cable Television License granted by the Issuing Authority to a Cable Operator

Cable Operator:

An entity that is licensed by the Issuing Authority to transmit Video Programming by cable to Bedford Subscribers using the Town's rights of way

Cable Service:

The one-way transmission to Subscribers of video programming or other programming services, together with Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service

Cable Television Committee:

The Town of Bedford's Cable Television Committee and its members who are appointed by the Selectmen of Bedford

Cable Television System or Cable System:

A system consisting of a set of closed transmission paths and associated signal generation, reception and control equipment designed to provide Cable Service (including video programming) to multiple Subscribers within a community unless such system does not use any public rights of way

Channel or Video Channel:

A portion of electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel. With respect to a PEG (Public, Educational and Governmental) Channel, the definition of channel shall also mean a minimum allocation of 6 MHz of bandwidth.

Educational Access Channel:

Any channel, or portion thereof, which has been allocated for the transmission of Educational Access programming or for use by the Public Schools or its designee

Effective Date:

The date when the Town and the Access Provider have affixed their duly authorized signatures

FCC:

The Federal Communications Commission or any successor agency

Fiscal Year:

The fiscal year of the Town, July 1 through June 30

Governmental Access:

Any channel, or portion thereof, which has been allocated for the transmission of Governmental Access or for use by the Town of Bedford or its designee(s)

Issuing Authority:

The Selectmen of the Town of Bedford, Massachusetts

PEG:

The acronym for Public, Educational and Governmental; used in conjunction with Access channels, support and facilities

Licensee(s):

Comcast of Massachusetts III, Inc. or any successor or transferee in accordance with the terms and conditions of its Renewal License, and Verizon New England Inc. or any successor or transferee in accordance with the terms and conditions of its Final License, and any other Cable Operator(s) that may be properly licensed by the Issuing Authority during the term of this Agreement

PEG Access Channel(s):

Any Channel(s) made available by Cable Operators to the Town of Bedford for the presentation of PEG Access programming

Programmer:

Any individual, group, organization, institution or business that creates or is responsible for providing content for transmission on the PEG Access Channel(s)

Programming or Video Programming:

Video and/or audio information or content that is transmitted over one or more Channels

Public Access:

Any channel, or portion thereof, which has been allocated for the use of members of the community to communicate their activities, opinions and ideas without interference or censorship through the creation of cable television programming and other means

Proposer:

An entity that solicits the award of a Contract as outlined in this RFP and in RFP Exhibit 1, *The Agreement*

Public Schools:

The Public Schools in the Town of Bedford, Massachusetts

School Committee:

The School Committee of the Town of Bedford, Massachusetts

Selectmen:

The Selectmen of Bedford, Massachusetts

Subscriber:

Any person, firm, corporation or other entity, located in Bedford, Massachusetts, who or which elects to subscribe to, for any purpose, a Service provided by the Licensee(s) by means of, or in connection with, the Cable Television System

Town:

The Town of Bedford, Massachusetts, operating through its various boards, committees and officers

I. INTRODUCTION

The Town of Bedford, Massachusetts, Bedford Town Hall, 10 Mudge Way 01730 (the “Town”), by its Selectmen, is seeking a contractor to provide Public, Educational and Governmental (PEG) Access Services to the Town, its residents, organizations, educational institutions and others as specified in the Agreement.

The Town granted a ten (10)-year Cable Television Renewal License to Comcast of Massachusetts III Inc. on April 7, 2014, and a twelve (12)-year Cable Television Final License to Verizon New England Inc. on June 26, 2007. In part, these licenses address the need for Public, Educational and Governmental (PEG) Access programming, management and operation within the Town. These licenses provide financial support for PEG Access and allow the Town to designate a PEG Access Service Provider (the “Access Provider”) to deliver PEG access services to Bedford.

Each license requires the cable operator to:

- a. Provide three full-time channels for non-commercial, PEG Access use to the Town and/or the Town’s designee(s);
- b. Provide the Town with 3.5% of gross annual cable revenues, paid on a quarterly basis, for the purpose of supporting PEG Access operations;
- c. Provide the Town with funds to purchase PEG Access capital equipment.

Equipment, supplies and furnishings purchased by the Access Provider, or provided to the Access Provider by the Town, shall be owned by the Town and be in the custody and care of the Access Provider until either of the following actions occurs:

- a. The Town instructs the Access Provider in writing to transfer any or all of the equipment, supplies or furnishings to the Town or its designee; or
- b. The contract between the Town and the Access Provider is terminated, in which event the Access Provider shall forthwith, convey both title and possession of the equipment, supplies and furnishings to the Town of Bedford or its designee.

Any payments to the PEG Access Service Provider that may be required under the terms of a contract are to be made by the Town, excluding grants, underwriting, relationships with outside entities, and other fundraising activities.

The Successful Proposer will be required to enter into a contract with the Town prior to the contract's Effective Date. The Selectmen and/or the Town's Cable Television Committee will monitor the successful Proposer for contract compliance.

II. BACKGROUND

On June 30, 2014, the Town of Bedford awarded a three (3)-year contract to Bedford Community Access Television, Inc., (BCAT) to provide Public, Educational and Government Access services to the municipality. The Effective Date of this contract is July 1, 2014, and it has an expiration date of June 30, 2017.

BCAT is currently operating from space provided by the Town at the Old Town Hall, 16 South Road, Bedford, Massachusetts. This facility is generally comprised of an office, equipment storage cabinets, a studio, a control room, an edit room and a storage room. The Town of Bedford is the owner of this property. An inspection of this facility may be arranged by contacting the Bedford Town Manager. Although continued use of this facility is anticipated, such use of this location for PEG access services is not a requirement of this Request for Proposals. If an alternate location is proposed and accepted by the Town, the Agreement between the successful Proposer and the Town would be revised accordingly. The Town makes no warranties or representations concerning the adequacy of this facility and the Proposer should determine the suitability of such facility for the services to be provided under the contract, which is provided on an as-is basis and subject to a license between the Town and the successful Proposer.

Comcast and Verizon have installed three (3) modulators at the Old Town Hall for the transmission of PEG access programming onto three (3) PEG access channels on the Subscriber Network of each respective company. Additionally, Comcast and Verizon equipped the High School, Public Library, Town Hall and Congregational Church with PEG access origination capability. The Town Hall Selectmen's Meeting Room is equipped with four cameras, a video switcher and audio equipment for Governmental Access cablecasting of meetings that are held at this location.

III. INSTRUCTIONS AND PROPOSAL SUBMISSION REQUIREMENTS

A. GENERAL

Copies of the Request for Proposals may be obtained at the Town Manager's Office, Bedford Town Hall, 10 Mudge Way, Bedford, Massachusetts 01730 between 9:00 A.M. and 4:00 P.M. local time, Monday through Friday, beginning on May 11,, 2017.

For information pertaining to this RFP, please contact Richard Reed, Town Manager and Chief Procurement Officer, in writing no later than 3:00 P.M. local time on May 26, 2017. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all registered Proposers, which shall become part of this RFP.

Separate price and non-price Proposals shall be submitted in sealed envelopes plainly marked on the outside "Programming, Management and Operation of PEG Access - Price Proposal" and "Programming, Management and Operation of PEG Access – Non Price Proposal" (one original and 9 copies of each), and delivered to the Town Manager's Office, Bedford Town Hall, 10 Mudge Way, Bedford, Massachusetts 01730 no later than June 2, 2017, at 3:00 P.M. local time. No faxed, e-mailed, late, or conditional Proposals shall be accepted. If the Bedford Town Hall is closed due to inclement weather or other emergency, the deadline for receipt of Proposals shall be extended until 2:00 P.M. local time, on the next business day.

Submission of a Proposal shall be conclusive evidence that the Proposer has examined this RFP and is familiar with terms of this RFP and all provisions of the contract included with this RFP. Upon finding any omissions or discrepancy in this RFP, each Proposer shall notify the Town immediately so that any necessary addenda may be issued. Failure of a Proposer to investigate completely the RFP and/or to be thoroughly familiar with this RFP shall in no way relieve any such Proposer from any obligation with respect to the Proposal. By submission of a Proposal, the Proposer agrees that if its Proposal is accepted, then it shall enter into a Contract with the Town which incorporates all of the requirements of this RFP. By submission of a Proposal, the Proposer further indicates

acceptance of all terms and conditions of this RFP. Proposers must bear all costs associated with their Proposals. The Town will not be responsible for any costs or expenses incurred by Proposers responding to this RFP.

Changes, modifications or withdrawal of Proposals shall be submitted in writing to the Town prior to the deadline and shall be contained in a sealed envelope clearly marked. No corrections, modifications, or withdrawal of Proposals shall be permitted after the deadline for receipt of Proposals.

For further information, please refer to the succeeding sections, with which each Proposer shall comply in submitting a Proposal.

Signatures must be handwritten and in ink. Words and figures must be neatly written in ink or typed. In the event of a conflict between words and numbers stated in a Proposal, the words shall be deemed to prevail.

The Town may cancel this RFP or reject, wholly or in part, any and all Proposals, if the Town determines that cancellation or rejection is in its best interests. Minor informalities, minor deviations, insignificant mistakes, and matters relating to the form of this RFP, rather than matters relating to the substance of this Request for Proposals, may be waived by the Town or corrected without prejudice to other Proposers, potential Proposers, or the Town. The Town shall have the sole discretion to make a determination as to the completeness or compliance of a proposal or the eligibility or qualification of any Proposer.

The Town will make an award, if at all, to the responsible and responsive Proposer which has submitted the most advantageous Proposal, taking into consideration price and the evaluation criteria set forth in this RFP.

B. PRICE PROPOSAL

To be considered responsible and responsive and to be eligible for consideration of having the most advantageous Proposal, Proposers shall submit their price Proposals on the form entitled "Price Proposal Form" that is enclosed herewith as Form A. The Price Proposal Form shall include the total proposed budget cost for the first year in operation and shall be accompanied by a proposed budget for the first year that itemizes projected

revenue and expenses. Revenue may include supplemental funds that are raised by the Proposer. The categories shown in Exhibit 5.1 of the Agreement, *Sample of an Annual Financial Report*, may be used as general guidance in developing the budget. Analysis of the proposed first year budget shall provide the basis for evaluating the price component for purposes of award, with the lowest budget determined to be highly advantageous.

For the first year, the budget appropriation for the services under this contract shall be a maximum of one hundred ninety-two thousand dollars and no cents (\$192,000). The budgets for the second and third years of the contract shall be determined in accordance with the contract. Budget appropriations in subsequent years shall be subject to Town review, approval, adjustment, and Town Meeting appropriation.

While a Proposer may submit a budgeted amount for the first year of the contract less than the maximum Town appropriation, in no event shall the budget funded by the Town exceed the Town's budget appropriation and any budget in excess of that amount shall be deemed non-responsive.

C. NON-PRICE PROPOSAL

To be considered responsible and responsive and to be eligible for consideration of having the most advantageous Proposal, Proposers shall submit non-price Proposals that comply with the following requirements:

1. Letter of Transmittal

Proposers shall submit cover letters with their Proposals. Each cover letter shall be signed by the Proposer, stating that the Proposal is effective for at least forty-five (45) calendar days from the deadline date for receipt of sealed Proposals, or from the date upon which this RFP is cancelled, whichever occurs first.

2. Content

Proposals shall include a table of contents, properly indicating the section and page numbers of the information included. For purposes of comparative evaluation, Proposals shall include the following:

- a) A statement of philosophy about PEG Access, including the Proposer's vision for operations and examples the Proposer may have of successful PEG Service Access Providers in other communities that they intend to emulate
- b) An organizational chart for the proposed or existing organization and a description of the organization's governance structure
- c) A proposed equipment purchasing plan for the first three years of the contract term using the procedures outlined in Section 9.1 (d) and Exhibit 3 of the Agreement
- d) Names and qualifications of proposed or existing principal staff
- e) A sampling of proposed outreach activities to encourage use of the Access Channels
- f) A proposal for assessing community needs, interests and concerns, and a proposal for demonstrating responsiveness to those assessments, and
- g) A proposal for supplementing the basic funding provided by the Town for PEG Access through grants, underwriting, relationships with outside entities, fees, product sales, and other fundraising activities.

Proposals may include any other information that will help the Town understand and evaluate the Proposer's qualifications and its commitment to cable television PEG Access and to the Town of Bedford.

3. A Fully-Executed Scope of Services

Each Proposer shall submit a written narrative which explains in detail the scope of services to be provided by that Proposer, as described in Section IV.

4. Other Documents

Each Proposer shall submit the following:

- a) Form B, a fully executed Conflict of Interest Certification (M.G.L. c.268A)
- b) Form C, a fully executed Certificate of Non-Collusion
- c) Form D, a fully executed Certificate of Tax Compliance (M.G.L., c.62C, §49A)
- d) Form E, a fully executed Certificate of Corporate Proposer
- e) Form F, a fully executed Certificate of Compliance with M.G.L. c. 151B
- f) Form G, a fully executed Certificate of Non-Debarment

- g) A certificate of insurability from an insurance company indicating that all the provisions of the specifications can be met.

D. MINIMUM EVALUATION CRITERIA

To be considered responsive and responsible, Proposals shall also satisfy the following minimum qualifications:

- The Proposer shall be a 501(c)(3) nonprofit corporation organized under the laws of the Commonwealth of Massachusetts. If the Proposer is not already such a corporation, the Proposer shall include a statement of the Proposer's willingness, ability and intention to form such a corporation within three (3) months of the date of the contract with the Town. The Proposer shall bear the cost of incorporation if such corporation does not already exist.
- The proposed PEG Access facility shall be located in Bedford. If the Proposer does not already meet this qualification and does not elect to utilize facilities that the Town may make available, then the Proposer shall provide a description of potential sites, and costs attached to acquisition/rental of such sites.

IV. SCOPE OF SERVICES

This RFP is for cable television PEG Access services as described herein and in Exhibit 1 of this RFP, *The Agreement*.

The designated PEG Access Service Provider shall manage the cable television PEG Access channels, equipment, supplies, furnishings and facilities and shall assume to have use of equipment specified in Exhibit 2 of this RFP upon commencement of services.

The designated PEG Access Service Provider may engage in other lawful businesses and endeavors provided that they have no adverse impact, financial or otherwise, on the cable television PEG access services that are required by this section or are funded with the Town's cable television revenue.

For the purpose of this RFP, the Public Access Channel, the Educational Access Channel and the Governmental Access Channel may be considered as separate, physical channels or as "logical" channels of programming that coexist on one or more physical channels.

With respect to the Public Access Channel, the designated PEG Access Service Provider shall:

- (a) Be responsible for programming content that is free from censorship;
- (b) Promote programming including, but not limited to, cultural, literacy, educational, local news and public affairs content;
- (c) Make the Public Access facilities and channels available in a nondiscriminatory manner to encourage the exchange of ideas and opinions on a broad range of topics;
- (d) Assume responsibility for fundraising to supplement funds received from the Town;
- (e) Be responsible for consistent outreach to the various segments of the community to encourage use of the Public Access channel(s);
- (f) Provide Public Access users with equipment training if it is needed, but generally not production services (i.e., videography and editing) that incur a labor cost since it is intended that users will assume responsibility for ongoing production services; and
- (g) Establish a group of volunteer members who may assist Public Access users with program production (i.e., videography and editing), if it is needed.

With respect to the Educational and Governmental Access Channels, the designated PEG Access Service Provider shall manage and operate the channels following policies and guidelines established by the School Committee and the Selectmen, respectively. The guidelines shall concern “time, place and manner,” and not impact point of view.

The PEG Access Service Provider shall make reasonable efforts to publicize each week’s programming schedule in local publications (such as *The Bedford Minuteman*) and on an Internet Web Site.

The PEG Access Service Provider shall maintain an Internet Web Site that allows up-to-date access to current and subsequent weeks’ programming schedules and a Community Calendar.

In addition, the PEG Access Service Provider shall hold workshops for the purpose of teaching television skills to individuals and community groups, shall manage funds that

are allocated to it by the Town by following generally accepted accounting principles, shall schedule PEG Access cablecasting, shall manage and maintain PEG Access facilities and equipment, and shall be responsible for ensuring an acceptable level of technical quality of all programs cablecast on the PEG Access channels, pursuant to FCC regulations. While individuals and community groups may indeed submit programming for cablecasting that was produced outside of Bedford's PEG Access facilities, the designated PEG Access Service Provider will not be obligated to cablecast any PEG Access program that does not meet FCC technical standards. A decision not to cablecast a program due to technical problems, however, shall in no way involve consideration of the actual content of the program itself. The designated PEG Access Service Provider shall not be held responsible for technical problems that are under the control of the cable operator(s).

The PEG Access Service Provider shall not demand fees or charges from Bedford residents, institutions, organizations, businesses or agencies for their use of the PEG access facilities or channels or for cablecasting access programming on the PEG channels. Membership in the PEG Access Service Provider's organization shall not be a requirement for Bedford residents, institutions, organizations, businesses or agencies to use the PEG Access facilities or to cablecast access programming on the PEG Access channels.

The PEG Access Service Provider may charge reasonable fees to Public Access users who request training or classes that go beyond basic training needed to utilize cameras and editing equipment. Any such revenue shall be applied to the current year's operating budget and be reported to the Town in the Quarterly and Annual Reports.

The PEG Access Service Provider shall have, or shall create, operating policies and procedures governing PEG Access including, but not limited to, use of equipment and facilities, training programs, membership, outreach activities, and cablecasting procedures. The School Committee will be responsible for establishing policies, guidelines and programming for Educational Access and the Selectmen will be

responsible for establishing policies, guidelines and programming for Governmental Access.

The PEG Access Service Provider shall maintain an accurate log of programming that is cablecast on the PEG Access channels and a record of PEG Access producers. A sample log is shown in Exhibit 1 of the Agreement. Logs will be available for public inspection and be retained by the PEG Access Service Provider for a minimum of three (3) years or such longer period as required under applicable law.

The PEG Access Service Provider shall keep a current and searchable database of access programs in its media library, but is not required to retain a video archive of each PEG access program beyond its time of usefulness for cablecasting.

As requested by the Superintendent of Schools or the School Committee for Educational Access programs, and by the Town Manager or the Selectmen for Governmental Access programs, the PEG Access Service Provider shall cablecast Annual and Special Town Meetings, public hearings preliminary to Town Meetings, Selectmen and School Committee meetings, and other board/committee/commission meetings and community events as may be requested by the appropriate parties.

The directors, managers and staff of the designated PEG Access Service Provider shall make themselves available to meet with Town representatives on matters concerning PEG Access.

The designated PEG Access Service Provider shall engage in activities designed to inform Town residents and organizations about the availability and use of the PEG Access channels.

The PEG Access Service Provider shall transmit an "electronic bulletin board" on a PEG Access channel for the purpose of announcing programming and access services, making public service announcements, and allowing the Town, the School Department and other nonprofit organizations to make certain announcements. The bulletin board shall be updated at least monthly and be cablecast when regular video programming is not scheduled.

If the designated PEG Access Service Provider does not utilize the studio and office space that is provided by the Town, it shall be responsible at its sole cost and expense for locating, arranging for use of, managing and maintaining facilities, including any payment for rent and other charges, for the PEG Access facility.

The designated PEG Access Service Provider shall maintain accounting, budget, and business systems for the management of the PEG Access facility and services that comply with generally accepted accounting principles.

The PEG Access Service Provider shall provide Public Access services to those who live, work, attend school or belong to organizations in Bedford on a non-discriminatory basis using the PEG Access facility and equipment and the PEG Access Service Provider's staff, volunteers and other resources.

The PEG Access Service Provider shall not provide Public Access services to those who do not meet the criteria of the preceding paragraph unless specifically authorized by the Selectmen.

V. COMPARATIVE EVALUATION CRITERIA

If the requirements of Sections III and IV have been met, proposals will be compared and evaluated by a review panel designated by the Town Manager/Chief Procurement Officer. Based upon this evaluation, the review panel will make recommendations to the Town Manager. The evaluation will be based on how well each Proposal meets the needs, interests and objectives of the Town, as specified below.

The Selectmen will award a contract to the Proposer that submits the Proposal rated highest using these criteria. With respect to each criterion listed below (A through G), proposals will be determined to be **Highly Advantageous**, more than adequately meeting the specified needs of the Town; **Advantageous**, adequately meeting the specified needs; **Not Advantageous**, minimally meeting the specified needs; or **Unacceptable**, not satisfactorily meeting the Town's specified needs.

a. **Policy Development.** The Proposer shall demonstrate in its statements of PEG Access philosophy a broad understanding of and support for the goals of PEG

Access in Bedford. This statement should include its goals, planning, projections and expectations for Public Access programming, including hours of operation when the public may access or utilize the office/facility, expected percentage of locally-produced programming shown on the Public Access channel(s), sources of external programming, and expected ratios of original/repeat and locally/non-locally produced programming. Locally produced programming is content that is created by Bedford residents, organizations, institutions and businesses.

Unacceptable: No hours of office/facility operation, or no amount of locally-produced programming shown on the Public Access channel, or no sources of external programming

Not advantageous: Between one and four hours of daily (weekday) office/facility operation, no more than twenty-five percent (25%) of locally-produced programming shown on the Public Access channel(s), and at least three examples of sources of external programming

Advantageous: Between five and eight hours of daily (weekday) office/facility operation, more than twenty-five percent (25%) but up to seventy-five percent (75%) of locally-produced programming shown on the Public Access channel(s), and at least five examples of sources of external programming

Highly advantageous: More than eight hours of daily (weekday) office/facility operation, more than seventy-five percent (75%) of locally-produced programming shown on the Public Access channel(s), and at least eight examples of sources of external programming

- b. **Governance Structure.** The Proposer shall have a governance structure that is adequate to provide guidance to and control over the organization—and at the same time, present the broadest representation of the community of users and the community of Bedford.

Unacceptable: The Proposer presents no governance structure

Not advantageous: The Proposer has officers (president, treasurer and clerk) but no independent board of directors

Advantageous: The Proposer has officers (president, treasurer and clerk) and an independent board of directors

Highly advantageous: The Proposer has officers (president, treasurer and clerk), an independent board of directors, plus oversight and advice from other who are experienced in the operation of a PEG Access facility

- c. **Financial and Management.** The Proposer shall describe proposed plans for financial management adequate to assure control over, and accountability for, the capital and operating funds provided by the Town for PEG Access operations. The outline should include a plan for the duration of the contract term for allocation of resources, staffing, and program development and for procuring and maintaining equipment used by the organization, and for management of PEG Access facilities.

Unacceptable: The Proposer presents no or inadequate financial, resource or staffing management plans and not addressing accountability for monitoring funds.

Not advantageous: The Proposer presents sound financial, resource and staffing management plans (including how expenditure of funds will be monitored) only for the first year of the Agreement

Advantageous: The Proposer presents sound financial, resource and staffing management plans (including how expenditure of funds will be monitored) for years one and two of the Agreement

Highly advantageous: The Proposer presents sound financial, resource and staffing management plans (including how expenditure of funds will be monitored) for years one, two and three of the Agreement

- d. **Staffing.** The Proposer shall describe its experience in PEG Access or related fields for its principal staff, including affiliations with professional or access advocacy organizations and the technical qualifications of existing or proposed

staff in the installation, use and maintenance of equipment sufficient to assure adequate levels of production quality.

Unacceptable: The Proposer does not provide information about its proposed staffing

Not advantageous: The Proposer provides the titles of its proposed staff, but not the names of these persons or descriptions of their professional qualifications and experience

Advantageous: The Proposer provides the names, titles and descriptions of the professional qualifications and experience levels of its proposed staff

Highly advantageous: The Proposer provides the names, titles and descriptions of the professional qualifications and experience levels of its proposed staff, including a narrative of how the proposed staff members are uniquely qualified to serve Bedford's PEG Access needs

- e. **Outreach Activities.** The Proposer shall describe its proposed plans for activities designed to inform Town residents and organizations about the availability and use of the cable television PEG Access Channels and to encourage their use. It should describe plans for developing the operation, and for increasing volunteer membership and participation.

Unacceptable: The Proposer provides no statement of planned outreach activities

Not advantageous: The Proposer agrees to provide outreach activities, but provides no more than one plan of action for increasing volunteer membership/participation and the Town's use of the PEG Access channels

Advantageous: The Proposer provides between two and four plans of action for increasing volunteer membership/participation and the Town's use of the PEG Access channels

Highly advantageous: The Proposer provides five or more plans of action for increasing volunteer membership/participation and the Town's use of the PEG Access channels

- f. **Needs Assessment.** The Proposer shall describe its proposed plans for assessing community needs, interests and concerns, and for demonstrating responsiveness to those assessments

Unacceptable: The Proposer provides no plan/method for addressing and responding to community needs

Not advantageous: The Proposer provides no more than one plan/method for addressing and responding to community needs

Advantageous: The Proposer provides between two and three plans/methods for addressing and responding to community needs

Highly advantageous: The Proposer provides at least four plans/methods for addressing and responding to community needs

- g. **Revenue Enhancement.** The Proposer shall describe proposed plans for enhancing the basic funding provided by the Town for PEG Access through grants, underwriting, relationships with outside entities, fees, product sales, and other fundraising activities.

Unacceptable: No revenue enhancement from the PEG Access Operator

Not advantageous: The Proposer presents a plan for between \$1 and \$999 of revenue enhancement each year

Advantageous: The Proposer presents a plan for between \$1,000 and \$1,999 of revenue enhancement each year

Highly advantageous: The Proposer presents a plan for \$2,000 or more of revenue enhancement each year

VI. AGREEMENT AWARD

The Review Committee will review the Non-Price Proposals. The Review Committee will determine which Non-Price Proposals meet the minimum evaluation criteria set forth in the above. The Review Committee will evaluate such Non-Price Proposals in accordance with the comparative evaluation criteria set forth in the above. The Review

Committee will then open and review the envelopes labeled “Price Proposals” and rank them.

Based upon the Review Committee’s analysis of both the Price Proposal and the Non-Price Proposal, the Review Committee will make a recommendation concerning which Proposal, if any, the Town should accept. The Selectmen will then decide whether a Contract will be awarded. Any Contract awarded, if at all, shall be pursuant to all applicable provisions of the Massachusetts General Laws, to a responsive and responsible Proposer who has submitted the most advantageous Proposal, taking into consideration price and all other evaluation criteria set forth in the RFP. After one Proposer is selected as the most qualified Proposer, that vendor shall be notified to execute the attached Agreement. (See RFP Exhibit 1, *The Agreement*.) The written Agreement shall then be forwarded to the Selectmen for approval and signature.

If for some reason the selected vendor declines to execute the awarded contract, then the next-ranked vendor will be selected to execute the Agreement. This process may continue to the third-ranked Proposer, and beyond, if agreement cannot be reached.

The Town reserves the right to reject any and all Proposals, to waive any informality, and to make any award as may be in the best interest of the Town.

VII. AGREEMENT PROVISIONS

A. Payment for Services

As allowed by Section 5.2.2 of the Final License with Verizon New England Inc., and Section 6.4 of the 2014 Renewal License with Comcast of Massachusetts III Inc., and Town Meeting appropriation, the designated PEG Access Service Provider will receive funding to support PEG Access services with payments to be made on a quarterly basis. See Exhibit 2 of the Agreement, *Payment Schedule*.

B. Equipment

All equipment presently in use is owned by the Town. The Town will consider requests from the selected PEG Access Service Provider for additional equipment

or capital funding during the term of the Agreement to supplement the equipment that is presently in use, as outlined in Section 9.1 (d) of the Agreement.

C. Term of Agreement

The term of this Agreement will be no more than three (3) years as specified in Section 3 of the Agreement. It is the Town's intention to award this Agreement within thirty (30) days following receipt of proposals.

D. Liability and Insurance Coverage

The designated PEG Access Service Provider will require every access user to indemnify, defend, and hold harmless the Town of Bedford and all of its officers, employees, boards, commissions, committees, agents and representatives and the PEG Access Service Provider from and against any claims arising out of program or program material produced and/or cablecast, including but not limited to, claims in the nature of libel, slander, invasion of privacy or publicity rights, non-compliance with applicable laws, license fees and the unauthorized use of copyrighted material. Proposers are directed to the Agreement for reference to the required indemnification, defense and liability provisions.

The designated PEG Access Service Provider shall be required to maintain workers' compensation, employer's liability, automobile liability, general liability, comprehensive and equipment replacement liability insurance coverage naming the Town as an additional insured throughout the term of the Agreement, and will be required to provide the Town with certificates of such insurance on an annual basis. The PEG Access Service Provider will be required to assume responsibility for insuring at replacement cost all equipment in its possession, and the PEG Access Service Provider will be required to name the Town as an additional insured throughout the term of the Agreement.

E. Termination

The Town requires that any contract include provisions for its termination, including termination upon the adjudication of the bankruptcy of the PEG Access

Service Provider and termination if the Town determines that the PEG Access Service Provider has failed to fulfill its responsibilities pursuant to the terms and conditions of the contract. The Town will require that upon termination of the Agreement that the Town and the PEG Access Service Provider agree as to the disposition of outstanding obligations of the designated PEG Access Service Provider; the disposition and transfer of all equipment acquired by the PEG Access Service Provider; and the disposition of any funds in the PEG Access Service Provider's possession that it received from the Town and/or the licensed cable operators. In the absence of such an agreement, outstanding obligations shall be the responsibility of the PEG Access Service Provider, and equipment and funds shall be the property of the Town.

F. Public Performance Evaluations

Every year, within ninety (90) days of the anniversary date of the execution of the PEG Access contract, the PEG Access Service Provider shall take part in a public performance evaluation in the form of a public hearing conducted by the Selectmen and/or Cable Television Committee. The purpose of said evaluation shall be to determine whether the PEG Access Service Provider is performing its responsibilities pursuant to the contractual agreement including, without limitation, public access programming, managing payments for PEG Access support and capital, training residents, and scheduling the PEG Access channels. The Town shall determine the process and conduct of each evaluation, and shall inform the PEG Access Service Provider of its intent at least thirty (30) days in advance of each evaluation. After the first performance evaluation, the frequency of said evaluations may be changed by the advance, mutual written agreement of the Selectmen and the PEG Access Service Provider. Specific performance criteria may be made part of the agreement.

G. Reporting Requirements

After the end of each Town fiscal year, the designated PEG Access Service Provider shall provide, at its own expense, annual financial and operating reports

to the Town. These reports shall serve as a means of evaluating the performance of the PEG Access Service Provider and identifying new goals and directions. The designated PEG Access Service Provider may be scheduled to attend a subsequent meeting of the Selectmen and/or Cable Television Committee to summarize its reports and to respond to any questions that the Selectmen and/or Cable Television Committee may have regarding the reports or the most recent public performance evaluation.

Other reports as outlined in the Agreement are also required and shall be properly submitted by the PEG Access Service Provider on a timely basis.

VIII. MISCELLANEOUS PROVISIONS

A. Conflict of Interest

Each Proposer shall be required to certify compliance with the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws (M.G.L.), by executing Form B.

B. Non-Collusion

Upon submittal of its proposal, the Proposer shall sign a certificate, attached as Form C, stating that the Proposer understands that any proposal that it submits to the Town is made without collusion with any other Proposer that submits a proposal on the same RFP, and that its proposal is in all respects in good faith and without fraud.

C. Procurement of Goods and Services by the Contractor

The Contractor will adhere to the requirements of the Massachusetts Uniform Procurement Act, M.G.L. Chapter 30B, when making purchases of goods or services on behalf of the Town, and when such purchases are accomplished using funds provided by the Town to the Contractor.

D. Massachusetts Tax Compliance

The Proposer's Social Security or Federal Tax Identification number will be furnished to the Massachusetts Department of Revenue (DOR) to determine whether the Proposer has met all tax filing and all tax payment obligations. The Town is required to furnish a list to the DOR at the end of its fiscal year, showing the vendors to whom more than \$5,000 was paid during the twelve (12) months ending on June 30. Proposers or vendors who have failed to correct their non-filing or delinquency of taxes or tax returns will not have a contract or other agreement issued or extended. This request is made under the authority of Massachusetts General Laws, Chapter 62C, Section 49A.

E. Failure to Submit Forms

Approval of a contract or other agreement will not be granted by the Town unless the Proposer completes and signs all forms.

FORM A

Price Proposal Form

(3 pages)

The undersigned Proposer hereby submits a price proposal to provide services as outlined in the RFP.

The Proposer's total Town-funded budget for the first year is \$_____.

Please attach an itemized first year budget hereto.

The Maximum Dollar Amount for the first year budget appropriation shall be one hundred ninety-two thousand dollars and no cents (\$192,000). Budgets appropriations in subsequent years shall be subject to Town review, approval, adjustment and Town Meeting appropriation in accordance with the agreement between the Town and the selected Proposer.

In witness thereof, the undersigned certifies under the pains and penalties of perjury that:

1. The Proposer is in compliance with all of the RFP provisions, and shall remain in compliance with the provisions of the RFP and Agreement for the life of any award resulting from this solicitation.
2. The Proposer is qualified to perform the services described in the advertised RFP and Agreement and possesses, or shall obtain, all requisite licenses and permits to complete performance.
3. The Proposer shall maintain all required general liability, workers' compensation, equipment replacement, cablecaster's errors and omission, unemployment and any other insurance policies that are sufficient to cover its performance under any contract award.
4. The Proposer shall comply with relevant prevailing wage rates and employment laws.

Printed Name of Proposer: _____

Address: _____

Authorized Signature:

Printed Name:

Printed Title:

Date: _____

Full Legal Name: _____

Officers of Corporation and Addresses:

State of Incorporation: _____

Principal Place of Business: _____

Telephone: _____

Qualified in Massachusetts? Yes _____ No _____

Principal Place of Business in Massachusetts: _____

Telephone: _____

FORM B

Conflict of Interest Certification

(2 pages)

The Proposer hereby certifies that:

1. The Proposer has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a Contract pursuant to this RFP.
2. No consultant to, or subcontractor for, the Proposer has given, offered, or agreed to give any gift, contribution, or offer of employment to the Proposer, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a Contract by the Proposer.
3. No person, corporation, or other entity, other than a bona fide full-time employee of the Proposer has been retained or hired to solicit for or in any way assist the Proposer in obtaining a Contract pursuant to this RFP upon an agreement or understanding that such person, corporation or entity be paid a fee or other compensation contingent upon the award of a Contract to the Proposer.
4. The Proposer understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws (M.G.L.), applies to the Proposer and its officers, employees, agents, subcontractors, and affiliated entities with respect to the transaction outlined in the Request for Proposals.
5. The Proposer understands that the Proposer and its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

Name of Proposer:

Address of Proposer:

Telephone Number:

By:

Signature: _____

Printed Name: _____

Printed Title: _____

Date: _____

FORM C

Certificate of Non-Collusion

The undersigned certifies, under penalties of perjury, that this Proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

Name of Proposer:

Address of Proposer:

Telephone Number:

By:

Signature:

Printed Name:

Printed Title:

Date:

FORM D

Certificate of Tax Compliance

Pursuant to Massachusetts General Laws (M.G.L.) c. 62C, §49A, I certify under the penalties of perjury that the Proposer named below has complied with all laws of the Commonwealth of Massachusetts pertaining to the payment of taxes, to the reporting of employees and contractors, and to the withholding and remitting of child support.

Name of Proposer:

Address of Proposer:

Telephone Number: _____

By:

Signature: _____

Printed Name: _____

Printed Title: _____

Date: _____

FORM E

Certificate of Corporate Proposer

I, _____, certify that I am the Clerk of the Corporation named as Proposer in the attached Proposal Form; that _____, who signed said Proposal on behalf of the Proposer was then _____ of said Corporation and was duly authorized to sign said Proposal Form; and that I know his/her signature thereto is genuine.

Name of Proposer:

Address of Proposer:

Telephone Number: _____

By:

Signature: _____

Printed Name: _____

Printed Title: _____

Date: _____

This Certificate shall be completed where Proposer is a Corporation and shall be so completed by its Clerk. In the event that the Clerk is the person signing the Proposal on behalf of the Corporation, this certificate shall be completed by another officer of the Corporation.

FORM F

Certificate of Compliance With M.G.L. c. 151B

The Proposer hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) Chapter 151B and shall not discriminate on any prohibited basis outlined therein. The Proposer also hereby certifies that it shall comply with any and all applicable Supplier Diversity Office (SDO) thresholds that have been established in conjunction with this Request for Proposals.

Name of Proposer:

Address of Proposer:

Telephone Number:

By:

Signature:

Printed Name:

Printed Title:

Date:

FORM G

Certificate of Non-Debarment

The Proposer hereby certifies that it is presently not debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, and that, should any proceeding arise in which it is debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, the Proposer shall inform the Town of Bedford within one (1) business day of such debarment, suspension, or prohibition from practice.

Name of Proposer:

Address of Proposer:

Telephone Number: _____

By:

Signature: _____

Printed Name: _____

Printed Title: _____

Date: _____

RFP EXHIBIT 1

The Agreement

(To be attached hereto)

**AN AGREEMENT BETWEEN
The Town of Bedford, Massachusetts
AND
[The Vendor]**

**FOR CABLE TELEVISION
PUBLIC, EDUCATIONAL AND GOVERNMENTAL
ACCESS SERVICES
IN BEDFORD, MASSACHUSETTS**

DRAFT May 11, 2017

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DEFINITIONS

Access:

The availability for use of the Cable System by various agencies, institutions, organizations, groups and individuals in the community to acquire, create, and distribute Non-Commercial Programming not under the Cable Operator's editorial control, including, but not limited to:

- a. "Public Access" means Access in which organizations, groups or individual members of the general public, on a nondiscriminatory basis, are the primary or designated Programmers or users having editorial control over their Programming
- b. "Educational Access" means Access in which schools are the primary or designated Programmers or users having editorial control over their Programming
- c. "Governmental Access" means Access in which governmental institutions are the primary or designated Programmers or users having editorial control over their Programming

Access Provider (or PEG Access Service Provider):

The entity that is awarded a contract by the Town to provide the services that are specified in the Agreement

Agreement or Contract:

The contract executed between the Access Provider and the Town following this RFP, inclusive of any written amendments made by the parties at a later time

Cable License:

A non-exclusive Cable Television License granted by the Issuing Authority to a Cable Operator

Cable Operator:

An entity that is licensed by the Issuing Authority to transmit Video Programming by cable to Bedford Subscribers using the Town's rights of way

Cable Service:

The one-way transmission to Subscribers of video programming or other programming services, together with Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

Cable Television Committee:

The Town of Bedford's Cable Television Committee and its members who are appointed by the Selectmen of Bedford

Cable Television System or Cable System:

A system consisting of a set of closed transmission paths and associated signal generation, reception and control equipment designed to provide Cable Television Service (including video programming) to multiple Subscribers within a community unless such system does not use any public rights of way.

Channel or Video Channel:

A portion of electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel. With respect to a PEG (Public, Educational and Governmental) Channel, the definition of channel shall also mean a minimum allocation of 6 MHz of bandwidth.

Educational Access Channel:

Any channel, or portion thereof, which has been allocated for the transmission of Educational Access programming or for use by the Public Schools or its designee(s)

Effective Date:

The date when the Town and the Access Provider have affixed their duly authorized signatures

FCC:

The Federal Communications Commission or any successor agency

Fiscal Year:

The fiscal year of the Town, July 1 through June 30

Governmental Access:

Any channel, or portion thereof, which has been allocated for the transmission of Governmental Access programming or for use by the Town of Bedford or its designee(s)

Issuing Authority:

The Selectmen of the Town of Bedford, Massachusetts

PEG:

The acronym for Public, Educational and Governmental; used in conjunction with Access channels, support and facilities

Licensee(s):

Comcast of Massachusetts III, Inc. or any successor or transferee in accordance with the terms and conditions of its Renewal License, and Verizon New England Inc. or any successor or transferee in accordance with the terms and conditions of its Final License, and any other Cable Operator(s) that may be properly licensed by the Issuing Authority during the term of this Agreement

PEG Access Channel(s):

Any Channel(s) made available for the presentation of PEG Access programming

Programmer:

Any individual, group, organization, institution or business that creates or is responsible for providing content for transmission on the PEG Access Channel(s)

Programming or Video Programming:

Video and/or audio information or content that is transmitted over one or more Channels

Public Access:

Any channel, or portion thereof, which has been allocated for the use of members of the community to communicate their activities, opinions and ideas without interference or censorship through the creation of cable television programming and other means.

Public Schools:

The Public Schools in the Town of Bedford, Massachusetts

School Committee:

The School Committee of the Town of Bedford, Massachusetts

Selectmen:

The Selectmen of Bedford, Massachusetts

Subscriber:

Any person, firm, corporation or other entity, located in Bedford, Massachusetts, who or which elects to subscribe to, for any purpose, a Service provided by the Licensee by means of, or in connection with, the Cable Television System

Town:

The Town of Bedford, Massachusetts, operating through its various boards, committees and officers

This **Agreement** is made as of this ____ day of June 2017, by and between the Town of Bedford, Ten Mudge Way, Bedford, MA 01730 (“Town” or “Issuing Authority”), a municipal corporation, by the Selectmen and [The Vendor], a 501(c)3 nonprofit corporation, having an address of _____.

Whereas, the Town desires to provide support for the use of public, educational, and governmental (“PEG”) access channels, facilities, programming and services provided pursuant to federal law; and

Whereas, the Town has currently granted franchises to Comcast of Massachusetts Inc. (“Comcast”) and Verizon New England Inc. (“Verizon”) to operate cable television systems in the Town and may grant additional franchise licenses to other cable television providers in the future; and

Whereas, the Town has determined that it will provide support for PEG access services through the dedication of up to five percent (5%) of each and every operator’s gross annual revenue as defined in each franchise agreement; and

Whereas, [The Vendor] has indicated its interest to provide PEG access programming and services to the Town.

Now, therefore, in consideration of the Issuing Authority’s designation of [The Vendor] as the provider of access services to cable television subscribers and other residents of the Town, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, the parties hereto agree as follows:

1. PURPOSE

1.1. The purpose of this Agreement is to ensure for the provision of cable television access services to Bedford residents and/or persons affiliated with Bedford institutions, organizations, businesses or agencies (“Authorized Users”) who desire to use the Bedford cable television system for purposes of production and/or transmission of content for noncommercial public, educational and/or governmental (PEG) access purposes.

2. DESIGNATION

2.1. By a vote dated _____, 2017, the Selectmen of Bedford, as Issuing Authority, designated [The Vendor] as the Town's cable television PEG Access Service Provider.

3. DURATION

3.1. Effective Date

This Agreement shall be effective on July 1, 2017, and shall terminate on June 30, 2020, or at such time as is provided in the remaining paragraphs of Section 3.

3.2. Early Termination

The Town, in its sole discretion, shall have the right to terminate this Agreement with [The Vendor] on thirty (30) days written notice from the Town in the event that the Town, in its sole reasonable discretion, believes that there has been a negligent or intentional misuse of the funds provided for in this Agreement.

In addition, the Town shall have the right to terminate this Agreement if [The Vendor] fails to cure any default under any other provision of this Agreement within thirty (30) days of the date of a written notice from the Town describing the default. The written notice shall describe the default and [The Vendor] shall have the right to cure any such default within thirty (30) days of the date of such written notice. The result of such termination shall be that [The Vendor] shall no longer be the designated PEG Access Service Provider and that this Agreement shall terminate and become null and void with no recourse to [The Vendor] If any assignment shall be made by [The Vendor] or by any guarantor of [The Vendor] for the benefit of creditors, or if a petition is filed by the [The Vendor] or by any guarantor of [The Vendor] for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against [The Vendor] and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the Town may terminate this Agreement upon written notice to [The Vendor]. In the event that the Town terminates this Agreement for cause, [The Vendor] shall be responsible for the Town's costs (including reasonable attorney's fees).

Should any PEG Access funds for this Agreement not pass through the Town for payment to [The Vendor], or should such funds be diverted to any other purpose other than the

provision of PEG television, [The Vendor] shall be in breach of the Agreement, and notwithstanding the above, the Town shall have the immediate right to terminate [The Vendor].

The award of this Agreement and the continued operation of this Agreement are contingent upon appropriation of sufficient money to fund the Contract. The Town may terminate this Agreement upon written notice to [The Vendor] if a source of money to fund the Agreement is lost during the Agreement term. In the alternative, the parties may agree in writing to amend the Agreement to provide for an Agreement price which represents a reduced appropriation for the Agreement term. The Town may also terminate this Agreement for convenience upon thirty (30) days' written notice to the [The Vendor]

[The Vendor] may terminate this Agreement by a majority vote of its Board of Directors at a regular meeting where this item shall appear on the agenda, as shall be specified by the Bylaws of the Corporation, provided that:

- a. [The Vendor] shall provide the Issuing Authority with at least ninety (90) days advance written notice of its intention to terminate this Agreement. Said notice shall set forth the reasons for the proposed termination, and shall advise the Issuing Authority that it shall be provided an opportunity to be heard by the Board of Directors regarding such proposed termination before any action is taken. Said notice shall state the date, time, and place at which said hearing shall occur. In no event shall said hearing be held less than thirty (30) days following receipt of such notice to the Issuing Authority.
- b. At said hearing, the Issuing Authority shall be provided an opportunity to respond to the reasons for the proposed termination and an opportunity to discuss them with the Board of Directors. The Issuing Authority shall be entitled to reply in writing to said causes and reasons for termination, a copy of which shall be delivered to the Board of Directors no later than thirty (30) days following said hearing. The Board of Directors shall make no decision concerning termination until it has considered said response in good faith.

In the event that the Selectmen and/or the Cable Television Committee and [The Vendor] are unable to so agree upon the budget for either of the ensuing fiscal years on or before January 15 as required by Section 11.5 below, or in the event that the following Town Meeting does not approve the funding of such agreed upon budget, this Agreement shall terminate effective June 30 of the then-current fiscal year of the Town.

3.3. Termination

Upon termination of this Agreement or the termination of [The Vendor] as the Town's PEG Access Service Provider whether through loss of the Town's designation as such or for any other cause (such as those identified in Section 3.2 above), any and all unspent funds provided to [The Vendor] by the Town and/or its licensed cable operators, and any and all equipment, furnishings, supplies and property purchased or acquired by [The Vendor] using funding provided by the Town and/or its licensed cable operators, shall remain or become the property of the Town or its designee, and all obligations incurred by the PEG Access Service Provider shall be the obligation of [The Vendor], unless a specific written agreement to the contrary is executed by the Selectmen. Upon any termination of this agreement whether early pursuant to Section 3.2 above, or otherwise pursuant to this Section (3.3), [The Vendor]'s use of any space under any license issued pursuant to Section 9.3 by the Town of Bedford shall immediately cease.

4. OBLIGATIONS OF [The Vendor]

4.1. [The Vendor] shall provide community access services to those who live, work, attend school, or belong to an organization in Bedford on a non-discriminatory basis using the provided facilities and equipment and [The Vendor]'s staff and other resources as [The Vendor] deems necessary to fulfill community access management needs.

4.2. [The Vendor] shall manage and operate the cable television PEG Access Channels, equipment and facilities on a nondiscriminatory, noncommercial basis that is consistent with applicable laws and regulations. In managing and operating the channels, [The Vendor] shall carry out such activities as:

- a. The teaching of teaching television production skills to individuals and community groups who use the cable television PEG Access Channels
- b. Managing funds provided to [The Vendor] for PEG access television
- c. Scheduling of PEG cablecasting
- d. Managing and maintaining PEG facilities and equipment that are under [The Vendor]'s control
- e. Being responsible for ensuring an acceptable level of technical quality of all programs cablecast on its system, pursuant to FCC regulations. [The Vendor] is not obligated to cablecast any PEG Access program that does not meet the FCC technical standards. However, a decision not to cablecast a program due to technical problems shall in no way

involve consideration of the actual content of the program itself. [The Vendor] shall not be held responsible for technical problems under control of the Cable System.

4.3. The purpose of Public Access is to allow members of the community to communicate their activities, opinions and ideas without interference or censorship, in compliance with applicable law, through the creation of cable television programming. With respect to the Public Access Channel(s), [The Vendor] shall:

- a. Be responsible for cablecasting programming that is free from censorship of program content;
- b. Promote programming, including but not limited to cultural, literacy, educational and public affairs programming;
- c. Make the Public Access facilities and channels available in a nondiscriminatory manner to encourage the exchange of ideas and opinions on a broad range of topics;
- d. Be responsible for fundraising to supplement financial support from the Town, as may be needed to sustain Public Access operations;
- e. Be responsible for consistent outreach to the various segments of the community to encourage their use of the Public Access Channel(s);
- f. Provide Public Access users with equipment training if it is needed, but generally not production services (i.e., on-location videography and editing) that incur a labor cost since it is intended that users will assume responsibility for ongoing production services; Vendor's staff may assist from time to time with production services provided a plan has been established for the user to eventually take responsibility for these services; and,
- g. Establish a group of volunteer members who may provide technical assistance to Public Access users with their program production, if such help is needed.

4.4. **Public Access Programming:** [The Vendor] shall provide services for cable television Public Access programming and distribution in compliance with all applicable state and federal statutes and regulations. The components of Public Access programming shall include the following.

- a. Basic training in television production to Access Channel content creators
- b. Basic instruction in the operation of cameras and editing equipment that is sufficient to enable access users and producers to create their video content
- c. Access to equipment and facilities needed to produce such programs
- d. Access to time slots on channels provided for cablecasting of programs
- e. Maintenance of the program schedule
- f. Maintenance of equipment needed to produce such programs

- g. Promotion of programs
- h. Oversight of facilities

4.5. Educational Access Programming: [The Vendor] shall produce cable television Educational Access programming pursuant to policies and guidelines mutually agreed upon by [The Vendor] and the Bedford Public Schools, and assume such other responsibilities related to this production as [The Vendor] and the Superintendent of Schools may mutually agree upon. Other Educational Access programming shall be cablecast by [The Vendor] after priority is given to programming related to the Bedford Public Schools. The components of Educational Access programming shall include the following and shall be provided as necessary through a combination of [The Vendor]'s staff, freelancers, volunteers and interns and educational institutions.

- a. Production and cablecasting of programs about the events and activities of the Bedford Public Schools including, but not limited to, scholastic affairs, sports, performing arts, sciences, academic competitions, PTO meetings and community education
- b. Cablecasting of student-produced programs
- c. Production and cablecasting of programs about the activities of other educational institutions in Bedford
- d. Recruitment and supervision of students for internships at [The Vendor]

4.6. Governmental Access Programming: [The Vendor] shall produce and cablecast Governmental Access programming in consultation with the Selectmen and their designees and assume other such responsibilities related to this production as [The Vendor] and the Selectmen and their designees may mutually agree upon. [The Vendor] shall provide to the Town digital files of Governmental Access programming as may be requested by the Town Manager.

4.7. [The Vendor] shall promulgate regulations governing PEG access including but not limited to levels of service, use of equipment and facilities, training programs, membership, outreach activities, cablecasting procedures and operating policies and procedures.

4.8. [The Vendor] shall maintain a log of programming that is cablecast on the PEG access channels, and a record of PEG access producers. Logs shall be available for public inspection and retained by [The Vendor] throughout the term of this Agreement. See Exhibit 1, *Sample Programming Log*, for the minimum data that must be retained.

4.9. [The Vendor] shall make the PEG access channels available for cablecasting of annual and special Town Meetings, public hearings preliminary to Town Meetings, Selectmen and School Committee meetings, and other committee meetings and community events as requested.

4.10. The directors, managers and staff of [The Vendor] shall make themselves available to meet with the Selectmen and/or Cable Television Committee on matters concerning PEG access.

4.11. [The Vendor] shall engage in outreach activities designed to inform Town residents and organizations about the availability and use of PEG access channels and to encourage their use.

4.12. [The Vendor] shall require every access user to indemnify and defend the Town and all of its officers, employees, boards, commissions, committees, agents and representatives and [The Vendor] and hold both harmless against any claims arising out of any program or program material produced and/or cablecast, including but not limited to, claims in the nature of libel, slander, invasion of privacy, of publicity rights, noncompliance with applicable laws, license fees and the unauthorized use of copyrighted material.

4.13. [The Vendor] shall provide a community calendar on the Public Access Channel(s) for the purpose of announcing programming and access services, making public service announcements, and allowing the Town, schools and non-profit organizations to make certain announcements. The community calendar shall be updated regularly and appropriately to serve cable subscribers in the best fashion. The community calendar will be transmitted at certain times when regular programming is not scheduled.

4.14. [The Vendor] will maintain accounting, budget, and business systems for the management, operation, protection, investment, and oversight of the facility and community access services that comply with generally accepted accounting principles.

4.15. [The Vendor] will retain and properly file invoices and receipts from the purchasing of supplies, equipment and services. These records may be inspected and copied by the Town upon reasonable notice.

4.16. [The Vendor] shall consult with the Selectmen and/or Cable Television Committee before making any purchases of equipment that cost \$5,000 or more.

4.17. If [The Vendor] determines that any equipment or other property cannot be repaired, or for other reasons is deemed surplus, [The Vendor] will seek written concurrence from the Town to dispose of said property and shall dispose of the same in accordance with applicable law.

4.18. [The Vendor] shall maintain its status as a 501(c)(3) non-profit corporation eligible for exemption from taxes under federal and state laws.

4.19. [The Vendor] shall maintain an up-to-date Internet Web Site that provides information about the PEG access services that are available to the Bedford community, staff contact information, days and hours of operation, accurate schedules for access programs that are cablecast, forms, and downloadable electronic versions of [The Vendor]'s reports and filings to the Town.

4.21. [The Vendor] will submit budgets, forecasts, inventories, summaries and other reports to the Town in a timely manner as outlined in Section 11.

4.22. [The Vendor] shall submit invoices to the Town for its services on a quarterly basis as shown in Exhibit 2, *Payment Schedule*. Each invoice shall indicate the period of performance that it covers, a description of services rendered and purchases made. Unless allowed by prior written agreement with the Town, the invoiced amounts will be in accordance with an annual budget that was previously accepted by the Town.

4.23 The designated PEG Access Service Provider may engage in other lawful businesses and activities provided that they have no adverse impact, financial or otherwise, on the cable television PEG Access services that are required by this Agreement and are not funded with the Town's cable television revenue.

4.24 The designated PEG Access Service Provider may voluntarily engage in "Internet broadcasting" of PEG access programming by placing video content on Internet Web Sites, provided that the Town's cable television revenue is not used for this purpose, the activity does not significantly divert staff time away from their PEG access duties, the content owner has agreed to their content being placed on the Internet, and no copyright infringements exist.

5. OBLIGATIONS OF THE TOWN (ISSUING AUTHORITY)

5.1. The Issuing Authority shall ensure that the terms and financial arrangements regarding PEG access in the Cable License(s) are executed and implemented in a timely manner.

5.1.1. Funding for [The Vendor] shall be provided by the Town through a Cable Television Special Revenue Account established for such purpose. All funds shall be funneled through the Town and shall be paid directly by the Town to [The Vendor]. Each quarter, the Town shall pay to [The Vendor] PEG access support funding up to the

amount received by the Town from any franchised cable television provider(s), excluding any monies received for capital equipment. See Exhibit 2, *Payment Schedule*. As specified in Section 11.5 of this Agreement, the Town will pay [The Vendor] for its services pursuant to an accepted Annual Budget. The Maximum Dollar Amount for the first year budget appropriation shall be one hundred ninety-two thousand dollars and no cents (\$192,000), with the Annual Budget for the second and third years of this Agreement to be agreed upon by the Town and [The Vendor] in accordance with this Section 5.1.1 and Sections 3.2 and 11.5 below and deemed incorporated herein.. Annual budget appropriations shall be subject to Town review, approval, adjustment, and vote of Town Meeting. The Town reserves the right to apply a portion of surplus funds that may be in the PEG Access Service Provider's possession towards funding of a current or future accepted Annual Budget. An annual surplus is any amount of annual income in excess of annual expenditures for PEG access operation. When calculating surpluses, any funds raised by [the Vendor] from memberships or donations are not included within annual income.

5.1.2. Within ten (10) days after the start of the first year of operation under this Agreement, the Town will advance [The Vendor] an amount of money that is 30% (thirty percent) of the approved first year budget, less any funds allocated in the approved budget for capital equipment, for the first full year of operation that begins on July 1, 2017. The Town shall make no payment prior to the rendering of services by [The Vendor]. [The Vendor] shall return this advance to the Town within thirty (30) days after this Agreement's expiration or termination.

5.1.3. The Town will consider requests from [The Vendor] for new and/or replacement equipment or capital funding during the term of the Agreement, not to exceed the amount received by the Issuing Authority from the cable television provider(s) for these purposes.

5.1.4 The Town will provide [The Vendor] with the PEG Access equipment and furnishings that were used by the Town's previous PEG Access Service Provider (if applicable).

5.2. The Issuing Authority shall be responsible for advising [The Vendor] on policies, guidelines and programming of the Governmental Access Channel(s).

5.3. [The Vendor] shall provide the Issuing Authority with Fiscal Reports of its financial activity and accounts as specified under Sections 11.3, 11.5 and 11.6 herein. The Issuing Authority retains the right to further audit [The Vendor]'s financial activity and accounts at the Issuing Authority's expense. [The Vendor] shall cooperate in any such additional audit undertaken by the Issuing Authority or its designated agent.

5.4. The Town shall not consider the content of public access programming, including the producer's choice of subject matter and the point of view expressed, in making any decisions regarding fund allocation to [The Vendor], funding appropriation for [The Vendor], or the termination of this Agreement.

5.5. [The Vendor] may at any time file a written complaint with the Issuing Authority concerning operations of the cable system that have a bearing on [The Vendor]'s performance under this Agreement. The Issuing Authority shall investigate said complaints pursuant to the manner spelled out in the Cable License(s) and/or other rules or regulations established by the Town.

6. EMPLOYMENT AND STAFFING

6.1. Non-discrimination in Employment and Service

[The Vendor] shall adhere to state and federal laws as they may apply regarding equal opportunity and shall not discriminate against any person or applicant for employment or for the provision of services as subcontractor or in the delivery of services on the basis of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap or any other expressly protected basis under federal and state law. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. [The Vendor] shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious

creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.

6.2. Job Descriptions

The job descriptions of [The Vendor]'s employees, staff members and contracted workers shall be described in writing to the Town, and shall be promptly updated within thirty (30) days of any staffing or job description changes that may occur.

6.3. Staffing

6.3.1. Staff

[The Vendor] shall have or hire, and maintain staffing commensurate with available funding and which will provide the services as required in Sections 4 and 6.4 to fulfill the terms of this Agreement.

6.3.2. Volunteers

In keeping with the intent of this Agreement to provide PEG Access services, [The Vendor] shall actively recruit and train volunteers and interns. [The Vendor] shall develop standards and protocols for volunteers who participate in the production of Public, Educational or Governmental access programming and programming that is produced by [The Vendor]. [The Vendor] shall indemnify, defend and hold the Town harmless for the actions of volunteers and interns and shall purchase insurance coverage, naming the Town as an additional insured, in amounts as necessary in this regard. [The Vendor] shall adequately supervise volunteers and interns whether in the studio or on location.

6.4. Best Efforts to Cover Programming Requests

[The Vendor] will use its best efforts to produce or cover all the programming requested by the Town and School Department entities. If [The Vendor] reasonably believes it is unable to accommodate all the requested programming or if a member of any Town or School Department entity finds [The Vendor]'s efforts insufficient, both parties shall work with the Selectmen and/or the Cable Television Committee to establish appropriate priorities.

7. RULES AND REGULATIONS

[The Vendor] shall adopt reasonable rules and regulations regarding its financial operations, membership, use of the access facilities, equipment and services by authorized users, training requirements, and the frequency and scheduling of programming. [The Vendor] shall periodically review, on no less than an annual basis, its rules and regulations. Said rules and regulations shall be distributed to all employees, contractors, volunteers and the Issuing Authority on an annual basis. Employees and volunteers shall comply with such rules and regulations at all times.

8. PROGRAMMING

8.1. Non-commercial Programming

The PEG access facilities shall be used for the production of non-commercial access programming, consistent with applicable laws and regulations. [The Vendor] shall under no circumstances sell or cablecast commercial advertising. Non-commercial underwriting and funding acknowledgements may be made provided they are consistent with the requirements of the Town's Licenses with its respective Cable Operator(s) and applicable law. The Town acknowledges that [The Vendor] shall be able to provide some services for a reasonable fee including, but not limited to, blank media sales, media or data duplication, advanced television production training to access users, and other similar services. Revenues received from these activities must be allocated to the operation of PEG Access in Bedford.

8.2. No Censorship

It is the Town's intention that there be no censorship of program content on the part of the Town. [The Vendor] shall have control of the program content only to the extent allowed by applicable federal and state law. [The Vendor] shall keep facilities, services, and channels open to all potential users regardless of their viewpoint, subject to FCC regulations and other relevant laws. Neither the Town nor the Cable Operator(s) shall have the authority to control the content of programming provided that such programming is lawful. [The Vendor] shall take all reasonable and necessary steps to the extent, if any, allowed by law to censor unlawful programming.

8.3. Bulletin Board

[The Vendor] shall provide an electronic "bulletin board" on access channels for the

purposes of announcing programming and cable television access services, making public service announcements and allowing the Town's departments or the schools to make certain announcements, or for such other purposes as are reasonably necessary or appropriate. [The Vendor] shall take care to ensure that the announcements on the bulletin board are updated regularly and appropriately so that it functions efficiently and that the information provided to the public is accurate and timely and adheres to applicable federal and state laws and regulations. [The Vendor] shall cooperate with Town and School Department officials to accommodate their need for prompt access to the bulletin board for emergency public safety announcements such as, but not limited to, school and street closings. The bulletin board shall be shown on an Access Channel at times when regular programming is not scheduled for the channel. Said "bulletin board" is not intended to constitute a "public forum" unless so designated by the Town of Bedford.

8.4. Programming Promotion

[The Vendor] shall submit its access programming schedule for publication in the weekly local newspaper(s), and more frequently display this schedule on the electronic bulletin board of the Access Channel(s) and on [The Vendor]'s Internet Web Site.

8.5. Funding Acknowledgment and Disclaimer

- a. [The Vendor] may include the following funding acknowledgment at the beginning and end of each program: *Major funding for this program has been provided by [The Vendor] and the cable subscribers of Bedford.*
- b. If appropriate, [The Vendor] may place additional underwriting acknowledgments as well, in accordance with Section 8.1 of this Agreement.
- c. [The Vendor] shall regularly make the following announcement pertaining to public access programs: *[The Vendor] and the Town of Bedford are not responsible for the content of this program.*

9. EQUIPMENT AND FACILITIES

9.1. Equipment

- a. The term "equipment" as used in this section shall mean all non-consumable items used in providing PEG access services. The term "capital equipment" as used in this section shall mean individual hardware, software, furnishings or physical facilities

that have a life expectancy of at least three (3) years and an initial cost or value of \$1,000 or more.

b. Ownership and Record of Purchase

- i. All equipment is owned by the Town. Any new and/or replacement equipment acquired during the term of this Agreement shall become the property of the Town upon its purchase or acquisition.
 - ii. Any equipment and assets currently held by the incumbent PEG Access Service Provider, as shown in Exhibit 2 of the RFP, shall remain or become the property of the Town upon execution of this Agreement.
 - iii. Any equipment, supplies and furnishings acquired by [The Vendor], by purchase or gift, shall be the property of the Town.
 - iv. On or before the 30th day following the end of each calendar quarter, [The Vendor] shall forward to the Town a statement that contains a description and cost of any equipment that is purchased or acquired during the prior calendar quarter. [The Vendor] shall keep on file a copy of each invoice describing equipment purchased and shall execute any documents requested by the Town to indicate and convey title to the Town's ownership of such equipment.
 - v. No equipment shall be sold, otherwise transferred, or discarded without the prior written approval of the Town and without compliance with all procedures for said sale, transfer, or disposition.
 - vi. [The Vendor] shall provide the Town on an annual basis, by August 1 of each year, an inventory of all equipment, supplies and furnishings in its possession.
 - vii. Upon termination of this Agreement, equipment so purchased or acquired cannot be used to satisfy any present or future indebtedness of [The Vendor] and is subject to continuing access by the Town, including the right of removal. The equipment will be in the custody and care of [The Vendor] until either of the following actions occurs:
 - (i) The Issuing Authority instructs [The Vendor] in writing to transfer possession of any or all of the equipment to the Town or its designee; or
 - (ii) This Agreement is terminated as set forth in Section 3.
- c) Equipment Owned by the Cable Operator(s): [The Vendor] shall ensure that no staff, volunteer or board member adjusts, moves or interferes with any equipment owned by the Cable Operator(s), without proper authorization.

d) **Equipment Purchasing Process:** Unless otherwise modified by mutual agreement of the parties to this Agreement, the following procedures will be used for equipment purchases.

- i. Equipment may be purchased by [The Vendor] using a portion of the quarterly support funding paid to it by the Town. [The Vendor] shall obtain the approval of the Town before making purchases of equipment in the amount of \$5,000 or more, except in cases of a genuine emergency that threatens fundamental operation of the PEG Access Channel(s).
- ii. [The Vendor] will prepare an annual equipment request list as part of its Annual Plan and Proposed Budget—see Section 11.5—that is submitted to the Town. See Exhibit 3, *Capital Equipment Purchase Requests*, for a sample worksheet to be used when making **capital equipment** requests and for the criteria that the Town will follow when considering such requests.
- iii. At the Town's choosing, approved equipment purchases will be carried out directly by the Town or by [The Vendor]. Should the Town elect that an approved equipment purchase be carried out directly by [The Vendor], the necessary funds will be incorporated in the annual PEG access budget—see Section 11.5, *Annual Plan and Budget*.
- iv. [The Vendor] will within 14 days after purchases of capital equipment—reference Exhibit 3—convey to the Town a record of the purchase provided by the equipment vendor.
- v. Should [The Vendor] not complete a funded capital equipment purchase within the annual budget period, [The Vendor] will return the funded amount to the Town prior to the end of the annual budget period. Substitutions of previously approved equipment purchases are not allowed without the prior written approval of the Town.
- vi. Equipment or capital purchasing/disposition that is accomplished by [The Vendor] must be done in accordance with the Massachusetts Uniform Procurement Act (M.G.L. Chapter 30B).

9.2. Maintenance and Insurance

[The Vendor] shall be responsible for repair and maintenance of all equipment during the term hereof, and for insuring such equipment in accordance with the provision of Section 13.4(b) herein.

9.3. Access Studio

[The Vendor] shall maintain appropriate space for the purposes of operating an access

studio, staff offices, and other spaces as required. The Town will provide a license for office and studio space on the second floor of Old Town Hall, 16 South Road, or at an alternate suitable location if provided by the Town, for the use of [The Vendor] during the contract term for [The Vendor]'s purpose of providing the services required by the Agreement. See Exhibit 6 of this Agreement for the terms and conditions of [The Vendor]'s use of the Town's PEG Access Facility.

10. PERFORMANCE EVALUATION HEARINGS

Every year, within ninety (90) days of the anniversary date of the execution of this Agreement, the PEG Access Service Provider will take part in a public performance evaluation in the form of a public hearing conducted by the Selectmen and/or Cable Television Committee. The purpose of said evaluation will be to determine whether the PEG Access Service Provider is performing its responsibilities pursuant to the contractual agreement including, without limitation, public access programming, managing payments for PEG Access support and capital, training residents, and scheduling the PEG Access channels. The Town will determine the process and conduct of each evaluation, and will inform the PEG Access Service Provider of its intent at least 30 days in advance of each evaluation. After the first performance evaluation, the frequency of said evaluations may be changed by the advance, mutual written agreement of the Town and the PEG Access Service Provider. Specific performance criteria may be made part of the agreement.

11. REPORTS

Throughout the term of this Agreement, [The Vendor] shall provide the following reports in a timely fashion. A schedule of report due dates is shown in Exhibit 4, *Report and Submittal Due Dates*, for convenience.

11.1. Video and Audio Signal Quality Reports

Whenever a cable television customer contacts [The Vendor] about poor or irregular video or audio signal quality on the access channels, or when [The Vendor]'s staff or volunteers observe such problems, [The Vendor] shall promptly report said problem to the responsible Cable Operator. [The Vendor] shall submit on a quarterly basis, within thirty (30) days after the

close of each quarter, a written summary report to the Selectmen and Cable Television Committee of the resolution or failure to resolve any said issue.

11.2. Board Report

Minutes from Board of Directors meetings shall be provided to the Town and to the Selectmen and Cable Television Committee within fourteen (14) days following the approval of said minutes. Draft Board of Directors minutes shall be provided upon reasonable request if approved minutes are unavailable.

11.3. Annual Report

[The Vendor] shall prepare on an annual basis a comprehensive report covering the past fiscal year of activities. This Annual Report is due by August 1 of each year. The Annual Report shall include the following content and be referenced to these sections by title and section number.

11.3.1. Programming and Membership Report:

- a. Membership status, growth, training and activity
- b. Number of hours of equipment usage by type, such as camcorder, edit station and studio
- c. List of projects completed
- d. Summary of activities from Public, Educational and Governmental programming and programming that is produced by [the Vendor], and the number of non-duplicated hours of programming cablecast in each category
- e. Report of complaints and public comments received and the resolution thereof

11.3.2. Fiscal Report:

- a. Income received and sources, including a schedule of rates and charges
- b. Comprehensive expense information to include operations, equipment and capital expenses
- c. A list of all equipment, including capital equipment, purchased including its type and cost
- d. Assets, acquired and/or disposed
- e. Fundraising activities
- f. Reserve fund (if applicable) and bank account balances
- g. Auditor's Review Report from an independent certified public accountant on a date to be specified by the Town, but no sooner than August 15, 2019
- h. Certificates of insurance

11.4. Publication of the Annual Report

Within fourteen (14) days of publication of the Annual Report, by means of announcements on access channels, [The Vendor]'s Internet Web Site, and a notice in a newspaper of general local circulation, the Annual Report shall be made available to the public for review and comment. This report must be available for reading on [the Vendor's] Internet Web Site through the duration of the Contract Term. A copy of the notice of [The Vendor]'s public meetings shall be sent to the Town for review and to the Town Clerk for public inspection at least seven (7) days prior to the public meeting.

11.5. Annual Plan and Proposed Budget

By December 1 of years one and two of the Agreement, [The Vendor] shall provide to the Town an Annual Plan and Proposed Budget that outlines activities and programs planned for the upcoming Town fiscal year that begins on July 1. Such a plan shall include:

- a. A detailed plan for programming, services, facilities use and staffing
- b. A statement of the number of hours of local, original, non-duplicated PEG access programming projected, including any programming that is produced by [The Vendor]
- c. A proposed detailed operating, equipment and facilities budget

The Selectmen and/or Cable Television Committee will work in good faith with [The Vendor] to establish a PEG Access budget by January 15 that would take effect and be funded for the upcoming Town fiscal year that begins on July 1. The accepted budget would be part of a cable television appropriation request at the following Town Meeting. See Exhibit 3, *Capital Equipment Purchase Requests*, for the process to be followed when requesting purchases of capital equipment.

11.6. Quarterly Report

[The Vendor] shall submit a written quarterly update to the Selectmen and/or Cable Television Committee within thirty (30) days after the close of each quarter that provides a statement of bank account balances, a statement of funds expended and received compared with the amounts that were previously budgeted, a summary of activities, and if applicable, an explanation of any difficulties that may have interfered with [The Vendor]'s performance or obligations under this Agreement. See Exhibit 5 for a sample Financial Report.

12. INDEMNIFICATION AND LIABILITY

[The Vendor] shall compensate the Town for all damage to Town property of any nature arising out of the [The Vendor]'s work. To the fullest extent permitted by law, [The Vendor] shall indemnify, defend, and hold harmless the Town, the Town of Bedford and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the [The Vendor] of its obligations under this Agreement, or the act or omission of the [The Vendor], its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by [The Vendor] under the Agreement, or which arise out of the violation of any federal, Massachusetts or local statute, bylaw, rule, regulation, order or directive. Said costs shall include, without limitation, reasonable legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the Town and any judgment that may be obtained in any such claim or suit.

Neither the Town of Bedford, nor its officers, employees, boards, committees, commissions, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Agreement, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Agreement, or the violation of any Federal, Massachusetts or local statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by [The Vendor] or its employees, regarding the subject matter of this Contract.

[The Vendor] further agrees to protect and defend the Town, its officers, agents, employees, representatives, and volunteers against any claim for damages, costs, loss of service, expenses and compensation, or other claim resulting from or claimed to result from activities undertaken by [The Vendor], its officers, employees, agents, representatives, volunteers, and invitees and to indemnify, reimburse or make good to the Town, its officers, agents, employees, representatives and volunteers any loss, damage or cost, including attorneys' fees, the Town, its officers, agents, representatives, employees, representatives and volunteers may have to pay if any claim arises from such activities.

13. INSURANCE

13.1. Coverage for Term of Agreement

[The Vendor] shall, at all times during the term of this Agreement, maintain professional liability insurance comparable to broadcast liability/media perils insurance and comprehensive public liability insurance, which shall include the broad form comprehensive general liability endorsement covering [The Vendor]'s activities, including, but not limited to, construction of access facilities, operations and its provision of cable access television services pursuant to this Agreement.

Such policies shall be written by a responsible company qualified to do business in Massachusetts and in good standing therein. The policies provided for herein shall specifically cover the indemnity provisions in the preceding Section. [The Vendor] shall be considered in default of this Agreement if any of the required insurance coverages expire, lapse or are otherwise not valid.

13.2. Town as Co-Insured or Additional Insured

The Town shall be named as a co-insured or additional insured on all aforementioned insurance coverages. [The Vendor] shall also be required to provide to the Town with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the Town is named as an additional insured on each such policy. All insurance certificates shall provide that the policies shall not be cancelled without at least thirty (30) days written notice to the Town, except that ten (10) days written notice to the Town may be given in the case of non-payment.

13.3. Notification of Coverage

[The Vendor] shall deposit with the Town copies of the policies and certificates of insurance naming the Town as an additional insured within ten (10) days of the execution of this Agreement and thereafter no less than thirty (30) days prior to the expiration of any such policies. [The Vendor] shall deposit copies of successor policies and certificates of insurance with the Issuing Authority on an annual basis no less than 30 days prior to the expiration or renewal of policies.

13.4. Insurance Coverage

a. Comprehensive Liability Insurance:

[The Vendor] shall obtain comprehensive liability coverage including protective, completed operations and broad form contractual liability, property damage and personal injury coverage, and comprehensive automobile liability including owned, hired, and non-owned automobile coverage. The limits for such coverage shall be: \$2,000,000 per occurrence and \$4,000,000 aggregate.

b. Equipment Insurance:

Replacement cost insurance coverage shall be maintained by [The Vendor] on all equipment and facilities including fixtures, funded or provided in whole or in part under this Agreement, and shall name the Town as a co-insured. Insurance shall include, at a minimum, insurance against loss or damage beyond the user's control, theft, fire or natural catastrophe.

c. Workers' Compensation Insurance:

[The Vendor] shall obtain full Workers' Compensation Insurance and Employer's Liability with limits as required by Massachusetts law and employer's liability insurance in the amount of \$1,00,000/\$1,000,000/\$1,000,000.

d. Cable Caster Errors and Omission Insurance:

Insurance shall be maintained to cover the content of productions which are cablecast on the access channels in, at minimum, the following areas: libel and slander; copyright or trademark infringement; infliction of emotional distress; invasion of privacy; plagiarism; misuse of musical or literary materials. This policy shall not be required to cover individual access producers.

e. Automobile Liability Insurance:

Automobile Liability Insurance, covering all leased, owned, and hired vehicles – Combined single limit of \$1,000,000, if applicable.

f. Professional Liability Insurance:

Professional Liability Insurance (Including Errors and Omissions) - \$1,000,000 aggregate limit.

14. MISCELLANEOUS PROVISIONS

14.1. Severability

If any section, paragraph, clause or provision of this Agreement shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall be unaffected by such adjudication and all of the remaining provisions of this Agreement shall remain in full force and effect as though such section, paragraph, clause or provision, or

any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Agreement.

14.2. Entire and Complete Agreement

This Agreement constitutes the entire and complete Agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior Agreements or understandings. It can be amended only by a written Agreement between the parties. The Town's Request for Proposals, and [The Vendor]'s response thereto are incorporated into, and are part of this Agreement.

14.3. Observation of Laws and Regulations

[The Vendor] shall comply at all times in the performance of this Agreement with all applicable laws and regulations of the United States and the Commonwealth of Massachusetts and the Bylaws, rules, regulations and other requirements the Town of Bedford.

14.4. Independent Contractor Status

[The Vendor] shall provide services under this Agreement as an independent contractor with the Town and not as an employee of the Town. No employee, agent or representative of [The Vendor] shall be entitled to receive any benefits of employment with the Town, including without limitation salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation.

14.5. Use of Alcohol and Controlled Substances Prohibited/No Smoking

[The Vendor] hereby acknowledges that the use of alcoholic beverages, narcotics, and mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of [The Vendor] is prohibited on Town property which is the subject matter of this Agreement and during all hours of work under this Agreement.

Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, [The Vendor], its officers, employees, agents, and representatives are prohibited from smoking tobacco products, or any non-tobacco products designed to be combusted or inhaled, in any public building in the Town.

14.6. Criminal Background Screening

The Town of Bedford, to the extent permitted under law, may conduct criminal

background screening of all officers, directors, employees and volunteers of the PEG Access Provider who have direct and unsupervised contact with children or the elderly in the performance of services under this Agreement.

14.7. Delays/Force Majeure

Except as specifically set forth in this Agreement, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather affecting performance of services, floods, epidemics, wars, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, and project site conditions which could not have been reasonably anticipated. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the services for the Project.

14.8. Notices

Except as otherwise provided in this Agreement all notices required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section.

If to the Town:

Richard T. Reed, Town Manager
Bedford Town Hall
10 Mudge Way
Bedford, MA 01730

With copies to:

_____, Esq.
Murphy, Hesse, Toomey & Lehane, LLP
300 Crown Colony Drive, Suite 410
Quincy, MA 02169

If to [The Vendor]:

_____, [title]
[The Vendor]

14.9. Venue/Choice of Law

Any action at law or suit in equity instituted by [The Vendor] as a result of the performance, non-performance or alleged breach of this Agreement shall be filed in the Superior Court of the Commonwealth of Massachusetts for Middlesex County, Massachusetts, and in no other court or jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.

14.10. Non-Waiver

No action or failure to act by either party shall constitute a waiver of a right or duty afforded to that party under the Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by either party shall be construed as a waiver or in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach by the other party shall constitute a waiver of any subsequent default or breach.

14.11. Media Relations

[The Vendor] shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.

14.12. Emergency Contacts

Prior to commencing services under this Agreement, [The Vendor] shall furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.

14.13. Non-Collusion

By entering into this Agreement, [The Vendor] certifies under penalties of perjury that its entry was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

14.14. Tax Compliance

By entering into this Agreement, [The Vendor] certifies under the penalties of perjury,

pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.

14.15. Conflict of Interest

[The Vendor] understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to [The Vendor] with respect to the services required to be provided under this Agreement. [The Vendor] and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

14.16. Assignment

[The Vendor] shall not assign or subcontract in whole or in part this Agreement or in any way transfer any interest in this Agreement without the prior express written approval of the Town. [The Vendor] shall not assign any money due or to become due to [The Vendor] unless the Town shall have received prior written notice of such assignment. No such assignment shall relieve [The Vendor] of its obligations under this Agreement.

14.17. Successors and Assigns

The provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, assigns and successors in interest of the parties.

14.18. Sealed Instrument

This Agreement is executed in triplicate as a sealed instrument.

14.19. The Agreement Documents

The RFP and [The Vendor's] proposal in response thereto are incorporated herein by reference and fully made a part hereof and, together with this Agreement, constitute the Agreement Documents. In the event of any conflict among the Agreement Documents, the Agreement Documents shall be construed according to the following priorities:

- | | |
|-------------------|---|
| Highest Priority: | Amendments to Agreement (if any) |
| Second Priority: | Agreement |
| Third Priority: | Addenda to the Request for Proposals (if any) |

Fourth Priority: Request for Proposals
Fifth Priority: [The Vendor's] Proposal.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal on the _____ day of June, 2017.

[The Vendor]

Town of Bedford

By its Duly Authorized Officer

By the Selectmen of Bedford acting as the
Issuing Authority

EXHIBIT 1

Sample Programming Log

Date	Time Period	Duration	Channel(s)	Program Name or Description	P/E/C or Vendor	Producer of Record

- * The Producer of Record is the entity that undertakes production of a program or furnishes a program for cablecasting, and takes responsibility for the program's content. The entity could be the PEG Access Service Provider in cases of self-generated content, an individual, a Town department, a business or an organization.

EXHIBIT 2

Payment Schedule

Period of Performance	Invoice from Vendor Due By	Payment from Town Due By
July 1 to September 30, 2017	October 15, 2017	November 1, 2017
October 1 to December 30, 2017	January 15, 2018	February 1, 2018
January 1 to March 31, 2018	April 15, 2018	May 1, 2018
April 1 to June 30, 2018	July 15, 2018	August 1, 2018
July 1 to September 30, 2018	October 15, 2018	November 1, 2018
October 1 to December 30, 2018	January 15, 2019	February 1, 2019
January 1 to March 31, 2019	April 15, 2019	May 1, 2019
April 1 to June 30, 2019	July 15, 2019	August 1, 2019
July 1 to September 30, 2019	October 15, 2019	November 1, 2019
October 1 to December 30, 2019	January 15, 2020	February 1, 2020
January 1 to March 31, 2020	April 15, 2020	May 1, 2020
April 1 to June 30, 2020	July 15, 2020	August 1, 2020

EXHIBIT 3

Capital Equipment Purchase Requests

As part of the annual budgeting process that is outlined in Section 11.5 of the Agreement, the Town will consider funding requests from the PEG Access Service Provider for new and/or replacement capital equipment. For the purpose of this Agreement and Exhibit, “capital equipment” shall mean individual hardware, software, furnishings or physical facilities that have a life expectancy of at least three (3) years and an initial cost or value of \$1,000 or more.

When proposing capital equipment purchases in its Annual Plan and Budget, the PEG Access Service Provider should complete and submit to the Town a worksheet for each proposed item that generally follows the format shown on the next page, *Capital Request Worksheet*.

The Selectmen and/or Cable Television Committee intend to use the below criteria when considering capital purchasing requests from the PEG Access Service Provider.

1. How does the request fit within the PEG Access Service Provider’s prioritized rankings?
2. Is the purchase to replace an existing piece of property or is it to be an additional asset?
3. Acquisition cost and review of recent vendor bids or price quotes
4. Life expectancy
5. Expected cost of ownership (including projected maintenance costs) over the life of the item
6. How the proposed purchase factors into the sequential phasing of a previously approved request
7. Possible source(s) of funding
8. Can the funding come from another revenue source or budget?
9. When is it necessary to procure the item?
10. Is the item essential or consistent with a prior commitment?
11. Is the proposed purchase to satisfy a legal or contractual mandate or a safety issue?

Capital Request Worksheet

For Town fiscal year: _____

Date of submittal: _____

Priority ranking: _____

Make, model and price of the requested item:

Description of the requested item:

A narrative that explains the purpose and rationale for the requested item and how the item is needed to support Bedford's Public, Educational and Governmental Access services:

Is the requested item to be a replacement for an existing item or an additional asset? If it is to replace an existing item, please give the reason(s) for replacement and the anticipated disposition of the replaced item.

May acquisition of the requested item be phased over time?

Desired date of acquisition of the requested item:

Please include with this request a minimum of three vendor price quotes.

EXHIBIT 4

Report and Submittal Due Dates

The below due dates of reports and other submittals are presented for convenience only. See the relevant sections of the Agreement for more specific information.

Section 4.22 b — Quarterly Invoices for Services Rendered to the Town

Within fifteen (15) days after the close of each quarter: i.e., by October 15 for the period of July 1 through September 30, by January 15 for the period of October 1 through December 30, by April 15 for the period of January 1 through March 31, and by July 15 for the period of April 1 through June 30

Section 7 — Rules and Regulations

By August 1 of each year

Section 9.1 b (iv) — Quarterly Reports of Equipment Purchasing

Within thirty (30) days after the close of each quarter: i.e., by August 1, November 1, February 1 and May 1

Section 9.1 b (vi) — Annual Inventory of All Equipment and Furnishings

By August 1 of each year

Section 9.1 d (iii) — Submittal of Capital Equipment Purchase Invoices and Receipts

Within fourteen (14) days after capital equipment purchases that are directly accomplished by the PEG Access Service Provider

Section 11.1 — Video and Audio Signal Quality Reports

Submitted as necessary within thirty (30) days after the close of each quarter: i.e., by August 1, November 1, February 1 and May 1

Section 11.2 — Minutes of Board Meetings

Within fourteen (14) days after approval of meeting minutes by the PEG Access Service Provider

Section 11.3 — Annual Report

By August 1 of each year

Section 11.5 — Annual Plan and Proposed Budget

By December 1 of each year for the upcoming Town fiscal year that begins on July 1, except in the final year of the Agreement when no Annual Plan or Proposed Budget for the next year are due

Section 11.6 — Quarterly Report

Within thirty (30) days after the close of each Town fiscal year quarter: i.e., by August 1, November 1, February 1 and May 1

Section 13.3 — Submittal of Copies of Insurance Policies to the Town

Within ten (10) days of the initial contract execution and no less than thirty (30) days of the renewal of any insurance policy

EXHIBIT 5

Samples of Reports

The following sample reports are provided for general guidance.

Exhibit 5.1 — Sample of an Annual Financial Report

Period for which this report covers: _____

Income	Amount Budgeted	Actual Amount Received	Difference (+ or -)
Town PEG support revenue			
Town reimbursement income			
Other Town funding			
Fundraising by the contractor			
Membership dues			
Other donations			
Sales income (DVDs, et cetera)			
Fees for training, other services			
Bank interest			
Other revenue (describe)			
Total Revenue			
Expenses	Amount Budgeted	Actual Amount Expended	Difference (+ or -)
Labor			
Employee wages			
Employee health insurance			
Other employee benefits			
Payroll taxes			
Payroll service charges			
Contract/freelance labor			
Subtotal:			
Equipment			

Income	Amount Budgeted	Actual Amount Received	Difference (+ or -)
Non-capital equipment purchases			
Capital equipment purchases			
Equipment repair			
Subtotal:			
Facility			
Building maintenance			
Telephone			
Internet access			
Custodial services and cleaning			
Facility rent (if applicable)			
Facility utilities (electrical, heat)			
Subtotal:			
General Insurance			
General Liability insurance			
Equipment Replacement insurance			
Cablecaster's Errors and Omissions insurance			
Other insurance (describe)			
Subtotal:			
<i>Continued on next page</i>			
Government Fees			

Income	Amount Budgeted	Actual Amount Received	Difference (+ or -)
Government fees, taxes			
Subtotal:			
Organizational Expenses			
Meetings			
Post Office box			
Promotional/marketing			
Volunteers and interns			
Web Site hosting			
Miscellaneous (describe)			
Subtotal:			
Professional Development			
Conference fees			
Dues and subscriptions			
Training			
Travel			
Subtotal:			
Professional Services			
Bookkeeping			
Certified public accountant			
Webmaster			
Subtotal:			
Supplies			

Income	Amount Budgeted	Actual Amount Received	Difference (+ or -)
I.T. supplies			
Office supplies			
Postage			
Production supplies			
Other supplies (describe)			
Subtotal:			
Total Expenses			

Amount of net gain or deficit for the period: _____

Exhibit 5.2 — Sample of a Quarterly Financial Report

Period for which this report covers: _____

1. INCOME

Income	Amount
Town PEG support revenue	
Town reimbursement income	
Other income	
TOTAL REVENUE: ACTUAL	
TOTAL REVENUE: BUDGETED	
DIFFERENCE (+ or -)	

2. EXPENSES*

Expenses	Amount
Labor	
Equipment	
Facility	
General insurance	
Government fees	
Organizational expenses	
Professional development	
Professional services	
Supplies	
TOTAL EXPENSES: ACTUAL	

Expenses *	Amount
TOTAL EXPENSES: BUDGETED	
DIFFERENCE (+ or -)	

** The types of expenses within each subtotal are defined in Exhibit 5.1, the Sample of an Annual Financial Report.*

3. Net Gain or Deficit

Actual revenue minus actual expenses (+ or -): _____

If there was a significant net gain or deficit for this period, please explain.

4. Changes relative to the Annual Plan and Budget

Have there been significant changes in any of the following categories? If so, please explain.

- a. Staffing
- b. Programming
- c. Facilities use
- d. Other services

Exhibit 5.3 — Sample of an Equipment and Furnishings Report

Date or the period for which this report covers: _____

Asset Description	Make	Model	Serial Number	Acquisition Date	Original Cost	Expected Life	Location

List below any equipment that is defective or removed from service or is to be disposed of.

EXHIBIT 6

Terms and Conditions for Use of the Town's PEG Access Studio Facility

Second Floor, Old Town Hall, 16 South Road

1. **The Premises:** Approximately 1,715 square feet of space on the second floor of Old Town Hall, 16 South Road, Bedford, Massachusetts 01730, being the property described on Assessors Map 54, parcel 131, and further described as shown on the floor plan attached hereto.
2. **Use of the Premises:** [The Vendor] shall use the Premises, with this license from the Town of Bedford and at the pleasure of the Town, only for the purposes related to the operation and administration of a cable television Public, Educational and Governmental (PEG) Access studio facility, and for the purpose of providing the PEG access services that are required by the Agreement. This license shall terminate upon the termination or expiration of the Agreement.
3. **Maintenance of the Premises:** [The Vendor] will maintain the Premises in the same condition as they exist at the commencement of the contract term—with reasonable wear and tear, damage by fire and other casualty only excepted. Prior to occupancy, [The Vendor] shall acknowledge that the Premises are now in good order. [The Vendor] shall provide for custodial and cleaning services of the Premises at least once per week. The Town will provide custodial and cleaning services for the common and public areas within the building, including snow removal of walkways and the rear parking lot.
4. **Alterations or Additions:** Interior build-out of the Premises is permitted only with the prior written approval of the Town, and shall comply with all applicable federal, state, and local laws, rules, and regulations. Structural alteration of the existing interior permanent walls is not permitted. [The Vendor] shall return the Premises to its original condition and layout at the end of the Agreement's term or when otherwise surrendering use of the Premises, unless otherwise allowed by the prior written approval of the Town.
5. **Assignment of Premises to Other Parties:** [The Vendor] acknowledges that its use of the space is personal. It shall not let or assign any license herein, including the use of the whole or any part of the Premises, to any other party. Any use of the Premises by others shall be with the Town's consent.
6. **Access by the Town:** The Town will have continuing access to the Premises at all reasonable times during the Agreement's term. Representatives authorized by the Town may enter the Premises to view the space and to make repairs and alterations as the Town may elect to do. Representatives authorized by the Town may show the Premises to others at reasonable times without hindrance or molestation.

7. **End of License Term/Condition of Premises:** At the expiration or termination of the license term, [The Vendor] shall remove from the Premises all goods and effects that belong to [The Vendor], but leave in place property that belongs to the Town. [The Vendor] shall deliver to the Town the Premises and all fixtures connected within and all alterations and additions made upon the Premises in the same condition as they were at the commencement of [The Vendor]'s occupancy of the Premises during this Agreement's term, or as they were put in during the Agreement term hereof, reasonable wear and tear and damage by fire or other casualty only exempted. In the event of [The Vendor]'s failure to remove any of its property from the Premises, the Town is hereby authorized, without liability to [The Vendor] for loss or damage thereto, and at the sole risk of [The Vendor], to remove and store any of the property at [The Vendor]'s expense, and to retain same under the Town's control or to sell at public or private sale without notice any or all of [The Vendor]'s property not so removed, or to destroy such property.
8. **No Warranty:** The Town provides no warranty in association with [The Vendor]'s use of the Premises.

RFP EXHIBIT 2

Inventory of Equipment, Supplies and Furnishings

(To be attached hereto)

Equipment Type	Brand	Model	In Use/Not in Use	Original Price	Acquisition Date
Amplifier	Alesis	RA300	storage	\$299	
Amplifier x2	Crown	D-75	in use	\$1,000	
Analog to Digital Converter	Echo	Audiofire 12 in 12 out	in use	\$599	
Analog to SDI Converter x2	Blackmagic Design	Mini Converter Analog to SDI	in use	\$289	12/15/2014
Audio Converter	Blackmagic Design	Mini Converter Audio to SDI	in use	\$465	
Audio Interface	Beachtek	DXA-2T	in use	\$179	4/27/2015
Audio Leveler	Symetrix	422 Stereo Amplifier	in use	\$549	
Audio Leveler x3	Symetrix	421m	in use	\$499	
Audio Mixer	Mackie	1604-VLZ Pro	in use	\$900	
Audio Mixer	Shure	M367	in use	\$600	
Audio Mixer (automatic) x2	Lectrosonics	AM8	in use	\$499	
Audio Mixer x2	Shure	M267	in use	\$500	
Audio Snake	Rapco		in use	\$200	
Blue Ray Drive	Lacie	12x Blue Ray Drive	in use	\$328	
Boom Mic System	Audio Technica	AT4053B Boom System	in use	\$886	2/26/2014
Buzzer System x3	DigiGames	Wireless Buzzer System	in use	\$130	7/18/2014
Cable Tester	Pyle Pro	PCT40 12 in one	in use	\$32.99	4/28/2015
Camera	JVC	GY-HM600u	in use	\$4,495	
Camera	Go Pro	Hero 3 Black	in use	\$400	
Camera	Canon	HF-M50	in use	\$599	
Camera	Canon	Vixia HG21	in use	\$500	
Camera	Canon	HF R500	in use	\$269	5/11/2015
Camera	JVC	GY-HM600u	in use		6/27/2015
Camera Studio x3	JVC	GY HD200	in use	\$2,400	
Camera x2	JVC	GY-HM 150-U	in use	\$2,807	
Camera x3	Sony	PD-170	2 in use; 1 Broken	\$2,500	
Carousel Server	Tightrope	Carousel Player	in use	\$6,000	
Compressor/Limiter	DBS	1046 Quad Compressor/Limite	in use	\$529	
Computer	Apple	G5	in use	\$2,098	
Computer	Hewlett Packard	hp workstation xw4200	in use	\$6,180	
Computer	Apple	iMac	in use	1,153	
Computer	Dell	Inspiron 15R (5537)	in use	\$671	
Computer	Apple	Mac Pro	in use	\$9,998	
Computer	Apple	iMac 27"	in use		6/27/2015
Computer	Dell	Optiplex 170L	in use	\$1,500	
Computer (DSK)	Compix		in use	\$4,244	
Computer (laptop) x2	Apple	MacBookPro	in use	\$2,000	
Computer Monitor	Formac	Galley	in use	\$200	
Computer Monitor	Asus		in use		
Computer Speakers	Cyber Acoustics	3-PC Subwoofer/Satellite Syste	in use	\$39.95	6/30/2015
Cyclorama	Major Theatre		in use	\$1,200	
Desk Chair x2	Staples	Carder Mesh Task Chair	in use	\$106.24	9/25/2014
Distribution Amp (audio) x 10	Sigma	ADA 21S	storage	\$100	
Distribution Amp (audio) x 2	Symetrix	581E	in use	\$375	
Distribution Amp (video)	Sigma	SS-2100-16 Plus	storage	\$200	
Distribution Amp (video) x 3	Sigma	VDA 21	storage	\$125	
Distribution Amp Video x2	Sigma	SS-2100-16 Plus	in use	\$519	
Dolly	Bogen	3067	in use		
DV Deck x3	JVC	BR-DV3000	in use	\$800	
DV/DVCAM Deck	Sony	DSR-45	in use	\$800	
DVD Carousel	Sony	DVP-cx777es	in use	\$400	
DVD Carousel	Sony	DVP-cx777es	in use	\$400	
DVD Duplicator	Accutower	1 to 1 DVD Duplicator	in use	\$149	
DVD Player	Sony	dvp-n575p	in use	\$100	
DVD Player x2	Pioneer	V5000	storage	\$350	
DVD Recorder	Panasonic	DMR-ES20	in use	\$690	

DVD Recorder	Phillips	DVD R3455H	in use	\$150	
DVD Recorder	Sony	RDR-HX715	in use	\$700	
Editing Keyboard	Bella Pro Series	Shuttle Keyboard	in use	\$130	
Engineering Switcher	Sigma	SLX-161SVL	storage	\$150	
Engineering Switcher	Sigma	SSV-210	in use	\$1,000	
Equipment Rack x 5	Middle Atlantic	8 Foot	in use		
Extension Cords x3	various	various	in use		
Field Monitor (Camera mounted)	Delvcam	7" LCD	in use	\$395	5/28/2014
Hard drive	Seagate	FreeAgent Desk	in use	\$130	
Hard drive	Samsung	Story	storage	\$115	
Hard drive	Western Digital	WD5000P032	in use	\$150	
Hard drive (Solid State)	Samsung	EVO 250 GB	in use	\$154	5/28/2014
Hard drive (Solid State)	Kingston	Hyper X 3K 240GB	in use	\$129.99	2/18/2015
Hard Drive (Solid State)	Kingston	Solid State Drives 128 Gb	in use	\$330	
Hard drive (Thunderbolt)	Lacie	3 TB d2 Thunderbolt 2/USB3.0	in use	\$318.70	8/11/2016
Hard Drives x4	Western Digital	2TB WD Black	in use	\$250	
HD-SDI Converter with de-embedded audio	Blackmagic Design	CONVMASA4K SDI to Analog	in use	\$269	4/26/2016
HD-SDI Converter x3 with embed audio x3	Blackmagic Design	CONVMAAS2 Analog to SDI	in use	\$269	4/26/2016
Head Sets	Clear Com	A4F	in use	\$138	
Headphone Amplifier	Pyle Pro	PHA-40 4 Channel	in use	\$14.99	6/30/2015
Headphones	Sony	MDR 7506	in use	\$84	4/26/2014
Headphones	Senal	SMH-1000	in use	\$89.99	6/30/2015
Headphones x3	Sennheiser	HD 202	in use	\$25	
Intercom Power Supply	RTS	PS15	in use	\$65	
Intercom Sets x4	RTS	BP319	in use	\$275	
Intercom Speaker	RTS	MCS-325	in use	\$65	
Intercom User Station	RTS	MCE-325	in use	\$955	
KVM Switch	logear	MiniView ultra 8 port	in use	\$285	
Ladder	Husky	8 Foot	in use	\$140	
Lens	Canon	WD H43	in use	\$305	
Light (box)	Lowell	Rifa LC55EX	in use	\$531	
Light (box)	Lowell	Rifa LC66EX	in use	\$620	
Light (On Camera)	Adorama	LED BiColor On Camera Light	in use	\$50	11/12/2016
Light (spot)	Lowell	Lowell Pro	in use	\$138	
Light Stand	Impact	8' Air Cushioned 4 Section	in use	\$32.95	5/21/2015
Lighting Grid			in use	\$3,035	
Mic Cables x14	various	various	in use		
Mic Stand	Auray	Telescoping Table Mic Stand	in use	\$12	12/3/2016
Microphone	Astatic	827a Cardioid Miniature Conde	in use	\$82	
Microphone	Sennheiser	G3	in use	\$800	
Microphone	Shure	MX 184	in use	\$168	4/24/2014
Microphone	Rode	NT1-A Vocal Mic System	in use	\$224.39	10/31/2014
Microphone (handheld) x 2	Radio Shack	IMP 600	in use	\$50	
Microphone (handheld) x3	Shure	SM58	in use	\$99	
Microphone (lav)	Shure	SHMX185	in use	\$168	
Microphone (lav)	Shure	MX183 Omnidirectional	in use	\$185	4/27/2015
Microphone (lav)	Shure	MX-183 omnidirectional	in use	\$185	12/3/2016
Microphone (lav) x 5	Shure	MX 185	in use	\$169	
Microphone (shotgun)	Audio Technica	AT 8015	in use	\$279	
Microphone (shotgun)	Audio Technica	AT 815a	in use	\$279	
Microphone (shotgun)	Shure	SM81-LC	in use	\$349	
Microphone (Wireless handheld)	Sennheiser	ew100 g3	in use	\$799	
Microphone (wireless system) x2	Sennheiser	EW100/EK100	in use	\$799	
Microphone Base (Desk)	Astatic	40118 Portable Desk Base	in use	\$74	
Microphone Stand (floor)	Atlas Sound		in use		
Microphone Stand (floor)	Auray	MS-522OT	in use	\$30	12/3/2016
Microphone Stand (table) x7			in use		
Microphone wireless transmitter (handheld)	Sennheiser	SKP 100	in use	\$299	
Modulator x 3	Scientific Atlanta	D9022	in use	From Verizon	

Modulator x 4	General Instrument	S450m	storage		
Modulator x 5	Cadco	M369	storage	\$1,000	
Monitor	Dell	170FVpt	in use		
Monitor	Panasonic	BTS700N	in use	\$400	
Monitor	Hewlett Packard	hp 2035	Broken		
Monitor	Planar	PD717AJA00292	in use		
Monitor	ViewSonic	Q51	in use		
Monitor	JVC	TM-A101G	in use	\$570	
Monitor	JVC	TM-H150CG	in use	\$570	
Monitor	Princeton	VL1918	in use		
Monitor (Studio)	Panasonic	TC-42PX24	in use	\$525	
Monitor (Studio)	Sony	Trinitron	in use		
Monitor (touch screen)	Planar	PT191MU	in use		
Monitor x2	JVC	TM-H150C	in use		
Monitor x3	Vizio	VO22L HDTV 10a	in use	\$149	
Monitors x3	Samsung	UN22F5000	in use	\$177	2/25/2014
Network Switch	3Com	3CGSU08	storage		
Network Switch	D Link	DGS1024G	in use	\$169	
Network Switch	Netgear	GS108	storage	\$109	
Phone	Panasonic	Link2Cell Bluetooth Enabled PH	in use	\$123.71	8/4/2015
Power Backup	APC	BX1000G	in use	\$159	
Power Backup	APC	XS 1000	in use	\$159	
Power Conditioner x2	Middle Atlantic Products	PD915R	in use	\$104	
Power Conditioner x2	Furman	PL-8C	in use	\$245	
Printer	Epson	Artisan 50 Color Jet	in use	\$213	5/1/2014
Printer	Hewlett Packard	Officejet Pro 8000	in use	\$120	
Printer	Epson	Photo R-280	broken		
Printer/Scanner/Copier	Hewlett Packard	6500A Plus	in use	\$119	
RAID Storage Drive	QNAP		in use	\$635	
Record Drive Studio	Blackmagic Design	Hyperdeck Studio Pro	in use	\$925	
Router	Knox	Chameleon	in use	\$3,815	
Router Control Box	Knox	Keypad Router Control	in use	\$595	
Sandbag x3	Impact	15 pound	in use	\$21.95	5/21/2015
SDI Audio DeEmbedding Converter	Decimator	Decimator-2	in use	\$488	12/15/2014
SDI Router	Aspen	1616HD-3G 16x16 HD-SDI Router	in use	\$2,495	4/26/2016
Speaker	Sentry	100A	in use		
Speakers	JBL		in use		
Studio Background (Summer)	N/A	Custom		\$1,200	
Studio Background (Winter)	N/A	Custom	in use	1,214.25	
Studio Dolly	Sachtler	Dolly 75	in use	\$488	
Studio Switcher	Broadcast Pix	Mica	in use	\$13,350	12/15/2014
Studio Tripod x3	Sachtler	FSB ATT 75/2CF2	in use	\$1,944	
SVHS Deck	Sony	SVP5600	storage	\$1,500	
SVHS Deck	Panasonic	AG7350	storage	\$200	
Switcher	Broadcast Pix	Slate 100	traded in for		
Synch Generator	Sigma	CSG355a	to be disposed		
Tally Controller	Tallylights.com	Tally Controller	in use	\$440	
Tally Interface for Broadcast Pix	Broadcast Pix	External USB contact closure for	in use	\$645	
Tally Lights	Tallylights.com	LED Tally Lights	in use	\$150	
TBC x4	Keywest Technology	BVTBC10	storage	\$975	
Touchscreen Monitor	Hewlett Packard	HP S230TM 23"	in use	\$299	12/15/2014
Tripod	Bogen		3041 in use		
Tripod	Manfrotto		3433 in use		
Tripod	Manfrotto	501HDV	in use	\$250	
Tripod	Magnus	VT-4000 Fluid Head	in use	\$159.95	5/21/2015
Tripod	Sachtler	FSB-4	in use		6/27/2015
Tripod (Studio) x5	Bogen		3061 storage		

Tripod Plate	Bromwell	1/4-20"	in use	\$35	4/27/2015
Tripod Plate	Manfrotto	Quick Release Plate 1/4"	in use	\$23.43	5/21/2015
Tripod x2	Sachtler	SFB6	in use	\$1,788	
Tuner	Technics	ST-G6T	storage		
USB Thumbdrive	Silicon Power	64 GB Drive Firma ZN F80	in use	\$30	3/31/2014
Vectorscope	Videotek	VSM-60	needs fuse		
Verizon live feed box	Ventura	VS661 DAC	in use		
Vertical Interval Switch x3	Monroe Electronics	R175	in use	\$280	
Video Bulletin Board System	Tightrope	Carousel CBL-CG330-SDI	in use	\$3,295	4/26/2016
Video Projector	Epson	EMP55	in use		
Video Server	Tightrope	SX-4	storage	\$12,000	
Video Server	Tightrope	CBL-SX2HD-530	in use	\$25,295	4/26/2016
Waveform Monitor	Videotek	TSM-60	in use		
Waveform/Vectorscope	Magni Monitor Series	MM-400	in use		
Wide Angle Lens for Sony Cams x 3	Sony	VCLHG0758	in use		
Wireless Host Remote	DigiGames	Wireless Host Remote	in use	\$125	7/18/2014
Wireless Mic System	Sennheiser	ew112 G3	in use	\$629	4/24/2014
XLR to USB Adapter	Shure	X2U	in use	\$111	1/26/2016
Zoom Control	Varizoom	JCVGY-HM/GYHM	in use	\$291	5/28/2014
Zoom Control	Sony	Rm-VD1	in use	1,269	